

Dane County Contract Cover Sheet

Revised 07/2023

Res 359
significant

BAF # 24070
Acct: Seitz
Mgr: Mennig
Budget Y/N: Y

Dept./Division	Human Services / HAA		
Vendor Name	Solace Friends Inc	MUNIS #	34441
Brief Contract Title/Description	Households enrolled in the adult family home with Solace Friends Inc. will be eligible for services that include shelter in the adult family home, medical support, end of life care, case management, connection to resources and basic needs while enrolled in hospice care.		
Contract Term	1/1/2024 - 12/31/2024		
Contract Amount	\$ 100,000.00		

Contract # Admin will assign	15375
Type of Contract	
<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 checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Kendra Deja
Phone #	608-242-6391	Phone #	608-843-8191
Email	dcdhscontracts@countyofdane.com	Email	runkendra@gmail.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 1289	Org: 80000	Obj: 30026	Proj:	\$ 100,000.00
	Year 2024	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<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.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	359
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2023
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL	
Dept. Head / Authorized Designee	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2024.03.04 15:21:08 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 3.4.24

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/4/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, March 7, 2024 10:16 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15375
Attachments: 15375.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/7/2024 10:30 AM	Approve: 3/7/2024 10:30 AM
	Rogan, Megan	Read: 3/7/2024 10:45 AM	Approve: 3/7/2024 10:45 AM
	Gault, David	Read: 3/7/2024 1:30 PM	Approve: 3/7/2024 1:31 PM
	Stavn, Stephanie	Read: 3/7/2024 2:53 PM	
	Oby, Joe		

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

Contract #15375
Department: Human Services
Vendor: Solace Friends Inc.
Contract Description: Grant for Operation of End of Life Housing for Unhoused Persons (Res 359)
Contract Term: 1/1/24 – 12/31/24
Contract Amount: \$100,000.00

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.

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2023 RES-359

**AWARDING A GRANT TO SOLACE FRIENDS INC. FOR
OPERATION OF END OF LIFE HOUSING FOR UNHOUSED PERSONS
DCDHS – HAA DIVISION**

The services in this resolution are funded in part with the County’s allocation of local aid authorized in the 2021 American Rescue Plan. Therefore, this resolution follows the format outlined in 2021 RES-013.

Justification

Authorizing Law: In March of 2021, the federal government authorized the \$1.9 trillion American Rescue Plan (ARP) stimulus bill authorizing additional funding to respond to and recover from the COVID-19 pandemic across multiple areas of need.

Dane County was allocated over \$106 million in ARP local aid. A portion of those funds has been previously committed to various efforts to promote economic and housing stability for households impacted by the COVID-19 pandemic. \$100,000 in ARP funding was authorized in the 2024 Dane County Budget to provide shelter and support services, administered by Solace Friends Inc., for up to 4 unhoused individuals with a terminal illness.

Response to the COVID-19 Pandemic: Enduring economic hardship that originated during the COVID-19 pandemic continues to impact Dane County’s households. The number of people being served by Dane County’s emergency shelters serving single adults have reached historic levels and hospitals are having difficulty discharging patients who are housing insecure to appropriate post-acute care. The number of people being served by Dane County’s emergency shelters serving single adult men have reached historic levels averaging 291 guests an evening and peaking at 347 guests in January. Dane County’s emergency shelter serving single adult women has been peaking at 80 guests during the winter months.

In order to increase the existing capacity of emergency shelter and appropriately meet the medical needs of this population, the 2024 Dane County Budget included funding to provide up to 4 beds of end of life housing for unhoused persons.

The Dane County Department of Human Services – Housing Access and Affordability Division (HAA) seeks to award a \$100,000 grant to Solace Friends Inc. to administer the program for this vulnerable homeless population. The grant term is from January 1, 2024 – December 31st, 2024.

Households enrolled in the adult family home with Solace Friends Inc. will be eligible for services that include shelter in the adult family home, medical support, end of life care, case management, connection to resources and basic needs while enrolled in hospice care.

Duplication of Funding/Existing Partnerships and Programs: The funding is not duplicative and is cooperative with other shelter programs, as additional space is needed to meet the demand for shelter services and additional support services are need for this population.

Expected Outcomes and Data Collection

49 Expected program outcomes include the provision of safe shelter, end of life care and
50 connection to community resources for people with a terminal illness experiencing housing
51 insecurity.

52 Data collection will minimally include:

- 53 i. Unduplicated number of individuals served
- 54 ii. Unduplicated number of households served
- 55 iii. Demographics of individuals served.
- 56 iv. Number of participants connected to a hospice worker.
- 57 v. Average length of stay.
- 58 vi. Prior living situation of participants.
- 59 vii. Number and source of referrals.
- 60 viii. Number of individuals who left the program, and where they exited to.

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62 **NOW, THEREFORE, BE IT RESOLVED THAT** that the County Board requests quarterly
63 reports be shared with the members of the County Board, and that the Health and Human
64 Needs Committee review the reports on a quarterly basis and discuss how the information
65 presented addresses anticipated program outcomes.

66 **BE IT FINALLY RESOLVED** that a \$100,000 grant be approved for Solace Friends Inc. (term of
67 January 1, 2024 – December 31, 2024) and that the County Executive and County Clerk are
68 hereby authorized and directed to sign the agreement on behalf of Dane County, and that the
69 Controller is authorized to make payments:

70 <u>Vendor</u>	<u>Amendment Amount</u>
71 Solace Friends Inc.	\$100,000

72 **Total Expenditure: \$100,000**



03/2023

DANE COUNTY CONTRACT # 15375

GRANT AGREEMENT
ARPA

THIS GRANT AGREEMENT is made and entered into, by and between the County of Dane (hereafter referred to as "GRANTOR") and Solace Friends, Inc. (hereafter, "GRANTEE"),

WITNESSETH:

WHEREAS, GRANTOR, whose address is Department of Administration, 210 Martin Luther King, Jr. Blvd, Room 425, Madison, WI 53703, has received funds from the United States Department of the Treasury pursuant to Section 602 of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") to be used for the purposes specified in the ARPA, and desires to support GRANTEE's project to provider end of life care and shelter for 4 participants 18 and older with a terminal illness and experiencing homelessness or housing insecurity.

WHEREAS GRANTEE, is a Wisconsin nonprofit corporation, whose address is 4142 Monona Dr. Madison, WI 53716 and is able and willing to complete such a project;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, GRANTOR and GRANTEE do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement ("Effective Date") and shall end as of 12/31/2024 ("Expiration Date") unless terminated pursuant to this Agreement.

II. PURPOSE AND SCOPE:

A. In consideration of a grant in the amount of \$100,000 ("Grant Funds"), GRANTEE agrees to provide the services detailed in Exhibit A ("Project"). Notwithstanding any other provision of this Agreement to the contrary, GRANTOR shall never pay more than the amount of the Grant Funds.

B. GRANTEE shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement, including the Scope of Work set forth in Exhibit A, which is fully incorporated herein by reference, and all applicable laws.

C.1. This Contract is a sub-recipient agreement funded with a federal assistance award to the County from the United States Department of the Treasury under Section 602 of the Social Security Act, as added by section 9901 of the American

Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (LFRF.) **Grantee agrees to comply with the applicable requirements of section 602 of the Act, regulations adopted by Treasury pursuant to the Act, guidance issued by the Treasury Department, and all other applicable federal statutes, regulations, and executive orders, as applicable.**

C. 2. Grant funds may only be used for Eligible Expenses. "Eligible Expenses" are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) consistent with the intent and scope of the Program.

C. 3. All expenses must meet the requirements of ARPA and all rules and guidance issued by the U.S. Department of Treasury or other federal agencies governing the use of ARPA funds, including 2 C.F.R. Part 200 (Uniform Guidance), and be consistent with the intent and scope of the Program. The County reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Ineligible expenses include, but are not limited to: costs incurred in submitting an application; taxes (except sales taxes on Eligible Expenses); work stipends or wage subsidies (except approved personnel expenses); funding advocacy or lobbying efforts; administrative, personnel and programmatic funding for existing operations; and other uses ineligible under ARPA or 2 C.F.R. Part 200 (Uniform Guidance).

C. 4. Grantee shall hold the County harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal agencies or by the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the federal government.

C. 5. Grantee will return to the County or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the County may deduct the appropriate amount from subsequent payments due to Grantee from the County. The County also reserves the right to recover such funds by any other legal means including litigation if necessary.

D. GRANTEE agrees to secure at GRANTEE's own expense all personnel necessary to carryout GRANTEE's obligations under this Agreement. Such personnel shall not be deemed to be employees of GRANTOR nor shall they or any of them have or be deemed to have any direct contractual relationship with GRANTOR.

III. ASSIGNMENT:

GRANTEE shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of GRANTOR unless otherwise provided herein.

IV. TERMINATION:

A. Failure of GRANTEE to fulfill any of its obligations under this Agreement in a timely manner, or violation by GRANTEE of any of the covenants or stipulations of this Agreement, shall constitute grounds for GRANTOR to terminate this Agreement by giving a thirty (30) day written notice to GRANTEE.

B. The following shall constitute grounds for immediate termination:

1. Violation by GRANTEE of any State, Federal or local law, or failure by GRANTEE to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. Failure by GRANTEE to carry applicable licenses or certifications as required by law.
3. Failure of GRANTEE to comply with reporting requirements contained herein.
4. Inability of GRANTEE to perform the work provided for herein.

C. In the event GRANTOR terminates this Agreement as provided in Subsections A & B, GRANTEE shall, within thirty (30) days of termination of this Agreement, return to the GRANTOR the full amount of the Grant Funds minus any amount that should be paid to GRANTEE for work that has been completed and which costs can be substantiated. GRANTOR may seek any and all other remedies available to it against the GRANTEE.

D. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out GRANTOR's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

V. PAYMENT:

GRANTOR's obligation to make payments under this Agreement is contingent upon GRANTEE demonstrating to GRANTOR'S satisfaction that GRANTEE has arranged sufficient funding to complete the project in a timely manner. It is currently estimated that the cost to complete the project is \$100,000.

VI. REPORTS:

GRANTEE agrees to make such reports as are required in the attached Exhibit C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of GRANTEE to comply with the time limits set forth in said Exhibit C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE:

A. GRANTEE shall indemnify, hold harmless and defend GRANTOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which GRANTOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of GRANTEE's work or obligations under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of GRANTOR's, its agencies, boards, commissions, officers, employees or representatives. The obligations of GRANTEE under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and GRANTOR, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, GRANTEE shall, at GRANTEE's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, GRANTEE agrees to preserve GRANTOR's subrogation rights in all such matters that may arise that are covered by GRANTEE's insurance. Neither these requirements nor the GRANTOR's review or acceptance of GRANTEE's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the GRANTEE under this Agreement. The GRANTOR expressly reserves the right to require higher or lower insurance limits where GRANTOR deems necessary.

1. Commercial General Liability:

GRANTEE agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent GRANTEES and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

2. Commercial/Business Automobile Liability:

GRANTEE agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. GRANTEE further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event GRANTEE does not own automobiles, GRANTEE agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation:

GRANTEE agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

4. Umbrella or Excess Liability:

GRANTEE may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy.

There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. GRANTEE agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Upon execution of this Agreement, GRANTEE shall furnish GRANTOR with a Certificate of Insurance listing DANE COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If GRANTEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, GRANTEE shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. GRANTEE shall furnish GRANTOR, annually on the policy renewal date, a certificate of Insurance as evidence of coverage. It is further agreed that GRANTEE shall furnish the GRANTOR with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either GRANTEE or GRANTOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by GRANTEE. In the event any action, suit or other proceeding is brought against GRANTOR upon any matter herein indemnified against, GRANTOR shall give reasonable notice thereof to GRANTEE and shall cooperate with GRANTEE's attorneys in the defense of the action, suit or other proceeding. GRANTEE shall furnish evidence of adequate Worker's

Compensation Insurance. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE.

D. The parties do hereby expressly agree that GRANTOR, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by GRANTOR's Risk Manager taking into account the nature of the work and other factors relevant to GRANTOR's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by GRANTOR of any breach of the covenants of this Agreement or a waiver of any default of GRANTEE and the making of any such payment by GRANTOR while any such default or breach shall exist shall in no way impair or prejudice the right of GRANTOR with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, GRANTEE agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). GRANTEE agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

A. If GRANTEE has 20 or more employees and receives \$20,000 in annual contracts with GRANTOR, the GRANTEE shall submit to GRANTOR a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements

under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. GRANTEE shall also file an Affirmative Action (AA) Plan with GRANTOR in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. GRANTEE shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by GRANTOR. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. GRANTEES who have less than twenty employees, but who receive more than \$20,000 from the GRANTOR in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If GRANTEE submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by GRANTOR, a verification of acceptance by the State of GRANTEE's Plan is sufficient.

B. GRANTEE agrees to comply with the GRANTOR's civil rights compliance policies and procedures. GRANTEE agrees to comply with civil rights monitoring reviews performed by the GRANTOR, including the examination of records and relevant files maintained by the GRANTEE. GRANTEE agrees to furnish all information and reports required by the GRANTOR as they relate to affirmative action and non-discrimination. GRANTEE further agrees to cooperate with GRANTOR in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. GRANTEE shall post the Equal Opportunity Policy, the name of GRANTEE's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to GRANTOR's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. GRANTEE shall supply to GRANTOR's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. GRANTEE shall provide copies of all announcements of new employment opportunities to GRANTOR's Contract Compliance Officer when such announcements are issued.

E. If GRANTEE is a government entity having its own compliance plan, GRANTEE'S plan shall govern GRANTEE's activities.

XII. MISCELLANEOUS:

A. Registered Agent.

GRANTEE warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of GRANTEE's registered agent is readily available and current. GRANTEE shall notify GRANTOR immediately, in writing, of any change in its registered agent, his or her address, and GRANTEE's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

B. Controlling Law and Venue.

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

C. Limitation Of Agreement.

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

D. Entire Agreement.

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

E. Counterparts.

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

F. Execution:

This Agreement has no effect until signed by both parties. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by GRANTEE. GRANTEE shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

Page intentionally blank

G. Copies Valid:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

IN WITNESS WHEREOF, GRANTOR and GRANTEE, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR GRANTEE:



Kendra Deja, Executive Director

2/29/24

Date

FOR GRANTOR:

Joseph T. Parisi, Dane County Executive

Date

Scott McDonell, Dane County Clerk

Date

EXHIBIT A SCOPE OF WORK

Solace Friends, Inc.
End of Life Care for Individuals Experiencing Housing Insecurity
2024

I. Services to be Purchased

In March of 2021, the federal government authorized the \$1.9 trillion American Rescue Plan (ARP) stimulus bill authorizing additional funding to respond to and recover from the COVID-19 pandemic across multiple areas of need.

Dane County was allocated over \$106 million in ARP local aid. A portion of those funds has been previously committed to various efforts to promote economic and housing stability for households impacted by the COVID-19 pandemic including in supporting sheltering.

- A. **Description**
Adult family home providing end of life care and shelter for participants 18 and older with a terminal illness and experiencing homelessness or housing insecurity, as well as connections to permanent housing, care giving, support services, community resources, assessment services, and/or treatment coordination.

(SPC Code 106: Housing)
- B. **Service Location:** 4142 Monona Dr. Madison, WI 53716.
- C. **Service days / Hours:**

Services for participants 18 and older with a terminal illness and experiencing homelessness or housing insecurity will be provided seven days a week for up to 4 households 24 hours a day.

Shelter and care giving services are available 24/7.
- D. **Persons to be served:**
 - 1. **Target Population**

Participants 18 years and older with a terminal illness and experiencing homelessness or housing insecurity.
 - 2. **Eligibility / Guidelines**

Participants 18 years and older with a terminal illness and experiencing homelessness or housing insecurity who are connected to a hospice provider.

3. Referral / Application Process

Individuals may be self-referred or referred by community partners, medical providers, hospice any other relevant agency or individual.

4. Capacity/Wait List

The capacity for the adult family home is 4 individuals, with additional guests over that amount determined by PROVIDER.

A wait list is maintained by the PROVIDER for the adult family home as needed. Prioritization of the waitlist is based on medical need and housing instability.

II. Provider Responsibilities

A. During the term of this agreement the PROVIDER shall:

1. Provide shelter for individuals who are homeless and have a terminal illness and are enrolled in hospice, dependent upon family size and program capacity as determined by PROVIDER, in consultation with COUNTY.
2. Provide shelter and care giving for up to 4 individuals.
3. Provide support services including care giving to individuals staying in shelter and referral to community services as determined by PROVIDER.
4. Provide mattresses for sleeping, linens, towels, meals, care giving, transportation and access to laundry facilities.
5. Complete the mainstream checklist with households and make applicable connections to community resources and benefits, as needed.
6. Participate in the Dane County Homeless Services Consortium.
7. Adhere to Homeless Services Consortium (Dane County/Madison Continuum of Care) Written Standards where applicable and to the greatest extent possible.
8. Have a written admissions policy which includes admission criteria and procedures.

9. Offer guests a written copy of the rules at least annually, and shall be required to acknowledge offer of receipt of said rules in writing.
10. Maintain client data and program outcomes in a database such as HMIS or equivalent, in consultation with its COUNTY contract manager if HMIS is not used.
11. Coordinate with shelters and medical providers about their shelter bed availability.
12. Assist the COUNTY in implementing the mission of The Beacon day resource center. When relevant PROVIDER shall:
 - i. Refer individuals seeking services provided at The Beacon, to The Beacon, if The Beacon is the most convenient option for the individual and if the individual is not otherwise connected to appropriate services through another agency.

B. Shelter Time Limits

PROVIDER does not have a shelter stay limit.

C. Reporting Requirements

PROVIDER shall submit a quarterly report to its COUNTY contract manager via email by the 15th of the month following the end of the quarter. Report shall be in a format approved by PROVIDER's COUNTY contract manager. Data reported shall include:

- i. Unduplicated number of individuals served
- ii. Unduplicated number of households served
- iii. Demographics of individuals served.
- iv. Number of participants connected to a hospice worker.
- v. Average length of stay.
- vi. Prior living situation of participants.
- vii. Number and source of referrals.
- viii. Number of individuals who left the program, and where they exited to.

COUNTY may take corrective action if PROVIDER fails to submit reports by the dates above, including termination of payment of PROVIDER expense claims until outstanding reports have been submitted.

D. Service Termination by Provider

PROVIDER may terminate shelter services at its discretion if a household or individual repeatedly violates PROVIDER and/or COUNTY program

rules and policies, or immediately in the event of a serious rule violation involving the health, safety or rights of other residents.

III. Other Features and Requirements

- A. PROVIDER and COUNTY agree that during this agreement terms may be renegotiated to address changes in program plans and available revenues.
- B. The PROVIDER shall commit sufficient hours of staff time to deliver the services described above.
- C. PROVIDER shall give its COUNTY contract manager adequate notice of any planned staff/management/program changes that will significantly impact the provision of this program and/or its services.
- D. PROVIDER will not have planned shutdown days without prior approval and agreement from the COUNTY, except on occasions when weather conditions prohibit staff and volunteers from safely traveling to the PROVIDER facility, and when the PROVIDER facility is closed due to conditions that may make facility occupancy unsafe or uninhabitable. PROVIDER will make reasonable effort to communicate closure dates in advance to customers.
- E. PROVIDER and COUNTY agree that impacts to the program related to the COVID-19 pandemic that substantially alter service delivery outlined in this agreement will be communicated to the COUNTY contract manager in advance, to the greatest extent possible.

EXHIBIT B PAYMENT TERMS

1. PROVIDER will receive payments based on actual or recorded expenditures on the payment voucher and County expense report template submitted monthly for reimbursement. The monthly amount shall not exceed the total contract amount.
2. The payment voucher and expense report shall be submitted on a monthly basis and are due no later than the 25th of the following month services were provided and shall include actual expenses.
3. PROVIDER shall submit budget and supporting personnel schedule using the County template, for approval within fifty-six (56) days after the effective date of this Agreement.
4. PROVIDER shall submit a copy of its agency-wide audit within one hundred eighty (180) days of the end of its fiscal year (if departmental funding is over \$25,000).
5. PROVIDER will maintain financial records to demonstrate that COUNTY funding sources are not comingled with other funding sources and that uses of funds effectively avoid duplication of benefits associated with both COUNTY and other funding sources. These records will be made available to the COUNTY upon request.
6. Final settlement will be calculated when the audit report is received. At that time, any overpayments made to PROVIDER will be due to the COUNTY. If the PROVIDER is due additional funds, a final contract adjustment will be prepared (if necessary) and payment will be made to the PROVIDER.

**EXHIBIT C
REPORTS**

Reporting detailed in Exhibit A is sufficient for the purposes of this grant.