

RACINE COUNTY

**Fast Forward Program
2018 SUB-RECIPIENT AGREEMENT**

THIS AGREEMENT, entered on the 11 day of October 2018, by and between **WRTP/BIG STEP** (hereinafter referred to as the "GRANTEE"), and Racine County, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "COUNTY") and administered by Racine County Human Services Finance Department ("DEPARTMENT").

WHEREAS, Racine County and Racine County Human Services received its Letter of Intent to Award on August 14, 2018.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. **RETENTION OF SERVICES.** The COUNTY hereby agrees to engage the GRANTEE and the GRANTEE hereby agrees to perform the services hereinafter set forth, all in accordance with the terms and conditions of this Agreement to begin no earlier than **October 15, 2018** and continue through **September 30, 2020**.

II. **USE OF FUNDS AND COMPENSATION.**

A. Activities

The GRANTEE agrees that all funds received pursuant to this Agreement shall be used in accordance with the COUNTY and Wisconsin Department of Workforce Development Fast Forward Program regulations (hereinafter referred to as DWD). Said funds shall be used for funding of the **Entry-Level Manufacturing Skills Certification** in accordance with Exhibit A "Scope of Work" attached hereto.

Any anticipated changes to Exhibit A "Scope of Work" shall be approved, in writing by the COUNTY prior to implementation.

B. Compensation

The COUNTY agrees to pay, subject to the contingencies herein, and the GRANTEE agrees to accept for the satisfactory performance of the services to **successfully complete training for no fewer than 15 trainees** under this Agreement not to exceed the maximum sum of **\$40,000** inclusive of all expenses incurred after **October 15, 2018** it being expressly understood and agreed that in no event will the total compensations to be paid hereunder exceed said maximum sum for all the services required. Total reimbursement per trainee cannot exceed \$3,141.03.

DSM.
10/29/18

C. Line Item Budget Adjustments

GRANTEE agrees that each line in the budget, except salaries and benefits, may be adjusted ten (10) percent over the term of this Agreement without prior approval as long as the total contract amount is not exceeded. COUNTY's prior written approval is required for any of the following:

- a) Adjustments of more than ten (10) percent
- b) Expenses to line items not included as part of the approved budget
- c) Any changes related to salary and/or benefits (including contracted positions)

D. Performance Monitoring

The COUNTY will monitor the performance of the GRANTEE against goals and performance standards provided by the GRANTEE in Exhibit A and Exhibit B. At least annually the COUNTY will conduct an on-site or desk review of the GRANTEE. Thereafter, at any time during normal business hours and as often as the COUNTY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the COUNTY or such agency for examination all of its records with respect to all matters covered by this Agreement and will permit the COUNTY or such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Substandard performance as determined by the COUNTY will constitute noncompliance with this Agreement. If noncompliance is determined, enforcement activities will be pursued set forth in Section VIII of this Agreement.

- III. **TIME OF PERFORMANCE.** The services to be performed under the terms and conditions of this Agreement shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required hereunder shall be completed no later than September 30, 2020, which is the termination date of this Agreement. In addition to all other remedies inuring to the COUNTY should the Agreement not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the GRANTEE shall continue to be obligated thereafter to fulfill GRANTEE'S responsibility to amend, modify, change, correct or expand there on until the Agreement is fully completed.

IV. **ADMINISTRATIVE REQUIREMENTS.**

A. Financial Management

1. Accounting Standards The GRANTEE shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures and regulations as deemed necessary by the COUNTY. Such records shall be maintained by qualified personnel and in a timely manner. GRANTEE further agrees to provide access to all books, documents, papers, and records related to this Agreement to the COUNTY, DWD, the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of making, audits, examinations, excerpts, and transcriptions therefrom.
2. GRANTEE agrees to adhere to the guidelines of the DHS or DCF *Allowable Cost Policies Manual*, Office of Management and Budget Circular A122 or A102, and the fiscal requirements of the *Contract Administration Manual*, Racine County Human Services Department.

3. Requirement to Have an Audit. Unless waived by the COUNTY pursuant to Wisconsin Statute 46.036(4)(c), the GRANTEE (auditee) shall submit an annual audit to the COUNTY if the total amount of annual funding provided by the COUNTY (from any and all of its Divisions taken collectively) for all contracts is \$100,000 or more. In determining the amount of annual funding provided by the COUNTY the GRANTEE shall consider both: (1) funds provided through direct contracts with the COUNTY and (2) funds from the COUNTY passed through another agency which has one or more contracts with the GRANTEE.
4. Audit Requirements. The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin Statutes § 46.036 and § 49.34, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this contract. In addition, the GRANTEE is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - a. 2 Code of Federal Regulations, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal sub-awards.
 - b. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 lists the required conditions.
 - c. The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS sub-recipient audit requirements. An audit report is due The COUNTY if a GRANTEE receives more than \$100,000 in pass-through money from The COUNTY as determined by Wisconsin Statute § 46.036.
 - d. The DCF appendix to the SSAG contains additional DCF-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DCF sub-recipient audit requirements. An audit report is due The COUNTY if a GRANTEE receives more than \$100,000 in pass-through money from The COUNTY as determined by Wisconsin Statute § 49.34. Audits must be performed in accordance with the SSAG and the DCF appendix unless required by contract to follow the Provider Agency Audit Guide (PAAG).
5. Source of Funding. Funding could be a mixture of state/federal/local funds. GRANTEES may request confirmation of funding information when it becomes available to The COUNTY from the state. The information will include the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting the contract.
6. Audit Reporting Package. A GRANTEE that is required to have a Single Audit based on 2 CFR Part 200 Subpart F and the State Single Audit Guide is required to submit to The COUNTY a reporting package which includes the following:
 - a. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
 - b. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
 - c. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
 - d. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
 - e. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.

- f. *Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the GRANTEE is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the GRANTEE receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
 - g. *Additional Supplemental Schedule(s) Required by Funding Agency may be required. Check with the funding agency.
 - h. *NOTE: These schedules are only required for certain types of entities or specific financial conditions.
 - i. For GRANTEES that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to The COUNTY shall include all of the above items except items 4 and 5.
7. Audit Due Date. Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
8. Submitting the Reporting Package. The auditee or auditor must send a copy of the audit report to all granting agencies that provided funding to the auditee. Check the contract or contact the other funding agencies for information on where to send the audit report and the proper submission format.
9. Audit reports should be sent to:
- The COUNTY Human Services
Attn: Contract Compliance Monitor
1717 Taylor Avenue
Racine, WI 53403
10. Access to Auditee's Records. The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.
- a. The auditee shall permit appropriate representatives of The COUNTY to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of The COUNTY to conduct or arrange for other audits or review of federal or state programs. The COUNTY shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
11. Access to Auditor's Work Papers. The auditor shall make audit workpapers available upon request to the auditee, The COUNTY or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
12. Failure to Comply with Audit Requirements. The COUNTY may impose sanctions when needed to ensure that auditees have complied with the requirements to provide The COUNTY with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
- a. The auditee did not have an audit.
 - b. The auditee did not send the audit to The COUNTY or another granting agency within the original or extended audit deadline.

- c. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 - d. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 - e. The auditee does not cooperate with The COUNTY or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
13. Sanctions. The COUNTY will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
- a. Requiring modified monitoring and/or reporting provisions;
 - b. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 - c. Disallowing the cost of audits that do not meet these standards;
 - d. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 - e. Charging the auditee for all loss of federal or state aid or for penalties assessed to The COUNTY because the auditee did not comply with audit requirements;
 - f. Assessing financial sanctions or penalties;
 - g. Discontinuing contracting with the auditee; and/or
 - h. Taking other action that The COUNTY determines is necessary to protect federal or state pass-through funding.
14. Close-Out Audits. A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by The COUNTY upon written request from the GRANTEE, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.
- a. The auditee shall ensure that its auditor contacts The COUNTY prior to beginning the audit. The COUNTY or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by The COUNTY is the responsibility of the auditee.
 - b. The COUNTY may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, The COUNTY may require that the auditor annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

B. Documentation and Record Keeping

1. Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 with respect to all matters covered by this Agreement. Such records shall include, but are not limited to:

- a) Records providing a full description of each activity undertaken.

- b) Records demonstrating that each activity undertaken meets the Objectives of the Fast Forward program;
- c) Records required to determine the eligibility of activities;
- d) Financial records as required by 2 CFR 200, and;
- e) Other records as necessary to document compliance with the Fast Forward Grant program.

The GRANTEE shall maintain sufficient segregation of accounting records for this Agreement separate from other contracts, projects, and programs.

2. Records Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of not less than four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD in which activities under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution fall issues, or the expiration of the four-year period, whichever occurs later.

3. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible.

4. Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available for COUNTY monitors or their designees upon request.

5. Disclosure

The GRANTEE understands that client information collected is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY or GRANTEE's responsibilities with the respect to the services under this Agreement is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a parent/guardian.

C. Reporting

The GRANTEE shall assist the DEPARTMENT and the COUNTY in collecting and maintaining such information as required by the DWD and/or the DEPARTMENT periodically and in such manner as determined by the COUNTY and the COUNTY shall be required to effectively and efficiently report such

information to DWD. The GRANTEE shall submit on a monthly basis documentation supporting the review and approval of project partners request for reimbursement and associated activities.

V. CONDITIONS OF PERFORMANCE AND COMPENSATION

A. Performance

The GRANTEE agrees that the performance of GRANTEE'S work, services and the results here from, pursuant to the terms, conditions and agreements of this Agreement, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Place of Performance

The GRANTEE shall conduct GRANTEE'S services as required under the terms and conditions of this Agreement at such place or places as is necessary, which will enable the GRANTEE to fulfill GRANTEE'S obligations under this Agreement.

C. Additional Fringe or Employee Benefits

The GRANTEE shall not receive nor be eligible for any fringe benefits or any other benefits to which COUNTY salaried employees are entitled to or are receiving.

D. Personnel

1. The GRANTEE represents that he/she has or will secure all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
2. All of the services required hereunder will be performed by the GRANTEE or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
3. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. If any work or services are subcontracted, it shall be specified in written contract or agreement and shall be subject to each provision of this Agreement. The GRANTEE shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the GRANTEE, as the GRANTEE is for the acts and omissions of persons directly employed by the GRANTEE.
4. If in the performance of this Agreement there is any underpayment of salaries by the GRANTEE or by any subcontractor thereunder, the COUNTY shall withhold from the GRANTEE out of payments due to him, an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the COUNTY for and on account of the GRANTEE or subcontractor, if any, to the respective employees to whom they are
5. Claims and disputes pertaining to salary rates or to classifications, if any, performing work under the Agreement shall be promptly reported in writing by the GRANTEE to the COUNTY for the latter's decision, which shall be final with respect thereto.

E. Indemnity and Insurance

To the fullest extent permitted by law, the GRANTEE agrees to indemnify and hold harmless the COUNTY, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including costs of investigation and attorney's fees), which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the GRANTEE or any subcontractor of the GRANTEE, or any officer, employee or agent of the subcontractor of the GRANTEE, or any other person for whom GRANTEE is responsible. The GRANTEE shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The GRANTEE's indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the COUNTY. GRANTEE shall immediately notify COUNTY of any injury or death of any person or property damage on COUNTY's premises or any legal action taken against GRANTEE as a result of any said injury or damage.

GRANTEE shall at all times during the terms of this Agreement keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance in an amount deemed acceptable by COUNTY. Upon the execution of this Agreement and at any other time if requested by COUNTY, GRANTEE shall furnish COUNTY with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against COUNTY upon any matter herein indemnified against, COUNTY shall, within five working days, cause notice in writing thereof to be given to GRANTEE by certified mail, addressed to its post office address.

1. General Liability

One million dollars (\$1,000,000) per occurrence (\$1,000,000 aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to the COUNTY) or the general aggregate including project-completed operations aggregate limit shall be twice the required occurrence limit. There shall be no exclusion for abuse or molestation on this policy.

2. Comprehensive Auto Liability

Comprehensive Auto Liability Insurance (code 1 any "auto") in an amount no less than \$1,000,000 combined single limit per accident for bodily injury, death and property damage.

3. Umbrella Liability

Four million dollars (\$4,000,000) per occurrence (\$4,000,000 aggregate if applicable) for bodily injury, personal injury and property damage. Any combination of underlying coverage and umbrella equaling Five million dollars (\$5,000,000) shall be acceptable. There shall be no exclusion for abuse or molestation on this policy.

4. Workers Compensation

GRANTEE shall cover or insurance the applicable Wisconsin labor laws related to workers compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The GRANTEE shall supply statutory coverage for the work related injuries and employer's liability insurance with the limits of \$500,000 per accident.

ANY DEDUCTIBLES OR SELF INSURED RETENTION IN SUCH POLICIES OF INSURANCE SHALL BE DECLARED TO THE COUNTY ON THE CERTIFICATE OF INSURANCE AND ARE SUBJECT TO APPROVAL BY THE COUNTY. At the option of the COUNTY, either the insurer shall reduce or eliminate such deductibles or self- insured retentions as respects the COUNTY, its departments, officers, employees, volunteers, and agents, or the GRANTEE shall procure a bond guaranteeing any and all losses and related allocated loss adjustment expenses, including investigations, claims administration and defense.

COUNTY, acting at its sole option, may waive any and all insurance requirements. Waiver is not effective unless in writing. 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 COUNTY's risk manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this agreement.

The policies of insurance required hereunder shall contain or be endorsed to maintain the following provisions:

1. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE

a) Racine County, and its officers and employees shall be named as additional insureds on GRANTEE's general liability insurance policy for actions and/or omissions performed pursuant to this agreement.

b) The GRANTEE's insurance coverage shall be endorsed to state that GRANTEE's insurance shall be primary insurance as respects COUNTY, its departments, officers, employees, volunteers and agents. Any insurance or self- insurance maintained by the COUNTY, its departments, officers, employees, volunteers or agents shall be excess of the GRANTEE's insurance and shall not contribute to it.

c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its departments, officers, employees, volunteers or agents.

d) The GRANTEE's insurance shall apply separately to each insured against whom a claim is made or suit is brought; except with respect to the limits of the insurer's liability, which shall apply collectively to all insureds.

e) GRANTEE is prohibited from waiving COUNTY's right to subrogation. When obtaining required insurance under this Agreement and otherwise, GRANTEE agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by GRANTEE's insurance.

2. ALL COVERAGES

All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. If GRANTEE is unable to meet this requirement, adherence with Wisconsin's Office of Commissioner of Insurance (OCI) financial requirements shall be acceptable. COUNTY shall receive a 30-day notice of cancellation of any policy.

3. VERIFICATION OF COVERAGE

GRANTEE shall furnish COUNTY with certificates of insurance within 60 days of the beginning of this agreement, and upon request, with original endorsements affecting coverages required by the insurance specifications within this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on such forms and are subject to approval by the COUNTY. For Workers Compensation related risks, only forms approved by the Wisconsin Commissioner of Insurance are to be used. All certificates and endorsements, if requested, are to be received and approved by the COUNTY at the time the contract is executed and before the work begins. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time. **Failure to maintain required insurance coverages is a material breach of the contract and is cause for termination.**

VI. PAYMENT POLICIES AND PROCEDURES.

A. Payment

The COUNTY agrees to compensate the GRANTEE for those services taken and completed as described in Exhibit A, where costs have been expended as detailed and approved by the DEPARTMENT and COUNTY.

1. It is the policy of the COUNTY that the GRANTEE shall be compensated on a reimbursement basis; no advance of funds will be authorized. Project funds will be disbursed on a Quarterly basis over the term of this Agreement in a manner that reflects expenditures on a cash or accrual basis for the Quarter. To obtain payment the GRANTEE must adhere to the following procedures:
 - a) A project draw request submitted by GRANTEE shall consist of a budget report submitted on Exhibit D "Pay Request Template," and such documents and financial reports considered necessary by the COUNTY and the DEPARTMENT and to support said requisition for reimbursement as to expenditure incurred by GRANTEE in performance of this agreement and claimed to constitute allowable costs.
 - b) In compliance with procedures promulgated by the DEPARTMENT and the COUNTY, the COUNTY shall make payment under this Agreement upon presentation of an appropriate requisition for reimbursement by the GRANTEE.
2. Periodically, the DEPARTMENT and the COUNTY, may request the GRANTEE to submit to the DEPARTMENT, in such form and detail as required by the DEPARTMENT and the COUNTY, additional documents and financial reports considered necessary by the DEPARTMENT and the COUNTY to monitor expenditures incurred by the GRANTEE in the performance of this Agreement and claimed to constitute allowable costs.

B. Method of Payment

The COUNTY agrees that after the full and complete performance of this Agreement and satisfactory performance of the services in accordance with Exhibit A set forth herein and approval thereof by the DEPARTMENT, to pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the COUNTY shall prevail. The conditions of payment are as follows: compensation for services required under this Agreement shall be contingent upon each activity being reviewed for approval by Director of COUNTY Development or designee thereof of the COUNTY and subsequently approved for payment.

VII. ENFORCEMENT

A. Remedies for Noncompliance

If the GRANTEE materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the COUNTY shall thereupon have the right to terminate or suspend this Agreement. The COUNTY may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the GRANTEE or more severe enforcement action by the COUNTY.
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further awards for the program described in this Agreement.
5. Take other remedies that may be legally available.

If the Agreement is suspended, the COUNTY will provide a course of action in writing that the GRANTEE must complete prior to having the Agreement re-activated (and allowing GRANTEE to continue with the remainder of the Agreement). GRANTEE must clear all deficiencies noted within 30 days of the date of the notice letter. Should the Agreement be re-activated, pursuant to COUNTY satisfaction of deficiencies, it shall not alter the requirements set forth within said Agreement and all other terms and conditions herein shall remain the same.

B. Hearings, Appeals

In taking an enforcement action, the COUNTY will provide the GRANTEE with notice of violation by serving written notice of such action pursuant to Section VII of this Agreement to the GRANTEE and specify the effective date of such termination or suspension. COUNTY will provide an opportunity for a hearing before the Community Development Committee with an opportunity for an appeal to the Common Council of the COUNTY of Racine.

C. Effects of Suspension and Termination

Costs of GRANTEE resulting from obligations incurred by the GRANTEE during a suspension or after termination of an award are not allowable unless the COUNTY expressly authorizes them in the notice of suspension or termination or subsequently. Other GRANTEE costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the GRANTEE before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and,
2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension

The enforcement remedies identified in this section, including suspension and termination, do not preclude GRANTEE from being subject to "Debarment and Suspension" under E.O. 12549 (see SS. 85.35).

VIII. CONDUCT

A. Regulations

GRANTEE agrees to comply with all of the requirements of all federal, state and local laws related thereto.

B. Discrimination Prohibited

The GRANTEE (and/or GRANTEE's SUB GRANTEES pursuant to Section IX D of this Agreement) agrees to comply with COUNTY of Racine Code of Ordinances Chapter 62 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, 24 CFR Part 8, 24 CFR 570.601-602, 24 CFR 570.607, 41 CFR 60, 12 U.S.C. 1701u, Executive Order 11063, and Executive Orders 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

- a) In all hiring or employment made possible by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of age, sex, race, color, veteran's status, disabled veteran's status, religion, disability or disabilities, national origin, marital status, sexual orientation, familial status, lawful source of income, or economic status, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, color, veteran's status, disabled veteran's status, religion, disability or disabilities, national origin, marital status, sexual orientation, familial status, lawful source of income, or economic status. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, veteran's status, disabled veteran's status, religion, disability or disabilities, national origin, marital status, sexual orientation, familial status, lawful source of income, or economic status.
- b) No person in the United States shall, on the grounds of age, sex, race, color, veteran's status, disabled veteran's status, religion, disability or disabilities, national origin, marital status, sexual orientation, familial status, lawful source of income, or economic status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The COUNTY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.24.
- c) No person in the United States on the grounds of age, sex, race, color, veteran's status, disabled veteran's status, religion, disability or disabilities, national origin, marital status, sexual orientation, familial status, lawful source of income, or economic status be denied fair housing opportunity. It shall be a prohibited practice to discriminate against any individual to: refuse to rent or sell housing, refuse to negotiate for housing; make housing unavailable; deny dwelling; set different terms, conditions or privileges for sale or rental of a dwelling; provide different housing services or facilities; falsely deny that housing is available for rental.

- d) The GRANTEE will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement, so that such provisions will be binding upon each sub GRANTEE, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

B. Conflict of Interest

The GRANTEE shall comply with the terms and conditions of the "Conflict of Interest Requirements" as delineated in Exhibit E attached and incorporated herein.

C. Subcontracting

Through the DEPARTMENT, the GRANTEE shall provide to the COUNTY copies of all subcontracts executed under this Agreement as they become available.

1. The GRANTEE shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY.
2. The GRANTEE shall follow "Procurement Standards" of 2 CFR 200 when subcontracting.
3. Any contract funded under this Agreement shall be submitted to the DEPARTMENT for review and approval prior to its execution.
4. In the event GRANTEE is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, GRANTEE is required to comply with the procurement procedures of Office of Management & Budget (OMB) rules contained within 2CFR§200 and available upon request for the procurement of supplies and services in connection with activities funded under this Agreement.
5. Where an agreement is approved by the COUNTY, the GRANTEE shall use its best efforts to afford small business, minority business enterprises, and women's business enterprises to the maximum practicable opportunity to participate in the performance of this Agreement.

IX. OTHER PROVISIONS.

- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Agreement may be utilized by the COUNTY in such manner and purpose as the COUNTY desires or determines without permission or approval of the GRANTEE or compensation to the GRANTEE therefore, other than herein provided.
- B. All reports, studies, analysis, memoranda and related data and materials as may developed during the performance of this Agreement shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use same for any purpose without any compensation to the GRANTEE other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the GRANTEE under this Agreement are confidential and the GRANTEE agrees that he will not, without prior written approval by the COUNTY, submit or make same available to any individual, agency, public body or organization other than the COUNTY, except as may be otherwise herein provided.

- C. The word "GRANTEE" means a person or an entity, whether public or private, that enters into contract with the COUNTY, and whenever the word "GRANTEE" appears in Part II attached hereto, it means the same and is synonymous with "GRANTEE" as it appears in Part I of this Agreement.
 - D. The GRANTEE shall comply, as appropriate, with the requirements of 2CFR§200 that incorporates "Cost Principles for Non-Profit Organizations", "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.", and "Audits of Institutions of Higher Education and Other Non-Profit Organizations."
 - E. The GRANTEE shall carry out each activity in compliance with all State Single Audit Guidelines located at www.ssag.state.wi.us.
 - F. Any publicity generated by GRANTEE for the project funded pursuant to this: Agreement or for one year thereafter, will refer to the contribution of the COUNTY of Racine and DWD in making the project possible. The words "COUNTY of Racine" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
- XI. CONTINUATION OF AGREEMENT. This Agreement is binding on the successor and assigns of the parties hereto.
- XII. SEVERABILITY. The provisions of this Agreement are severable and if, for any reason, a clause, sentence, paragraph, or other part of this Agreement shall be determined invalid by a court, or Federal or State agency, board, or commission having jurisdiction over the subject matter thereof, such validity shall not affect other provisions that can be given effect without the invalid provision.
- XIII. ASSIGNABILITY. The GRANTEE shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the COUNTY. Provided, however, that claims for money due or to become due the GRANTEE from the COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the COUNTY.
- XIV. VACATION AND REPLACEMENT OF AGREEMENT. This Agreement may not be vacated unless for purposed of clarity or expansion of GRANTEE'S scope of work, a superseding agreement is deemed necessary by agreement by and between the COUNTY and the GRANTEE pursuant to Section XV.
- XV. TERMINATION FOR CONVENIENCE. Except as provided in Section X, awards may be terminated in whole or in part only as follows:
- A. By the COUNTY with the consent of the GRANTEE in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
 - B. By the GRANTEE upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety under either Section X or paragraph (1) of this section.

- X. CHANGES AND AMENDMENTS. No changes and/or amendments to this agreement with respect to its form, content, intent, scope of work, or funding, which substantially alter this Agreement, may be implemented without agreement by and between the COUNTY and the GRANTEE. Changes and/or amendments shall be incorporated in a written amendment to the Agreement and approved by the COUNTY.
- XI. DEFENSE OF SUITS. In case any action in court is brought against the COUNTY or any of its officers, agents or employees for the failure, omission or neglect of the GRANTEE to perform any of the covenants, acts, matters or things by this contract undertaken, or for injury or damage caused by the alleged negligence of the GRANTEE, its officers, agents or employees, the GRANTEE shall indemnify and save harmless the COUNTY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, claims or attorney fees arising out of such action. The COUNTY shall tender the defense of any claim or action at law or in equity to the GRANTEE or GRANTEE'S insurer, and upon such tender it shall be the duty of the GRANTEE or GRANTEE'S insurer to defend such claim or action without cost or expense to the COUNTY or its officers, agents or employees. The GRANTEE shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Agreement and for the results therefrom.
- XXIII. PART II INCLUSION. This contract consists of this Part I; however, whenever federal assistance, aids or grants are used in whole or in part for the procurement of the services hereinbefore described or used for the purposes set forth in this Agreement; this Part I is subject to the provisions of Part II hereof applicable and in such event, Part II is specifically made a part of this Agreement as though set forth herein in full.

IN WITNESS WHEREOF, the GRANTEE and the COUNTY have caused this Agreement to be executed for and on their respective behalf as of the dates hereinafter set forth.

GRANTEE

By: [Signature]

Print Name: MARY KESSENICH

Title: PRESIDENT & CEO

Witnessed by: [Signature]

RACINE COUNTY

(signed) _____

COUNTY EXECUTIVE

DATE

(signed) [Signature]

12/5/18

COUNTY CLERK

DATE

(signed) _____

COUNTY BOARD CHAIRPERSON

DATE

(Two COUNTY signatures required for fully executed agreement.)

CERTIFIED TO BE CORRECT AS TO FORM

REVIEWED BY HSD FISCAL MANAGER

By [Signature]

Racine County Corporation Counsel

Signature

12-4-18

Date

Date

[Signature]
12-04-18

REVIEWED BY FINANCE DIRECTOR

[Signature] 12-3-18
Sign Date

EXHIBIT A

SCOPE OF WORK

WRTP/BIG STEP will provide Entry-Level Manufacturing Skills Certification for the Wisconsin Fast Forward Grant Program Grant awarded to the COUNTY of Racine. Training includes, but is not limited to:

1. Recruit and successfully train no fewer than 15 trainees; 15 must be unemployed and/or incumbent workers of existing Fast Forward Grant employer partners.
 - a) Train in Basics of Manufacturing and Raw Materials; Roles of Various Occupations in Manufacturing; Manufacturing Skilled Trades; Manufacturing Career Pathways and Organizational Roles; Attitude and Job Productivity; Apprentice Roles and RA System; Codes of Conduct; Intro to Journey Positions; Team Work; Lean Manufacturing; and Intro to Manufacturing Tools.
 - b) Participants may NOT be counted as a completion unless successful in all required certifications that lead to employment
2. Assist with employment search and securing employment for all participants
3. Provide all data required quarterly, annual, and final reports in the DWD system and assure the accuracy and completeness of data.
4. Use the agreed upon documents for submitting reimbursement requests and participant enrollment data
5. Collect training data and prepare and submit all individual trainee pre- and post-training reports for all enrolled trainees.

WRTP/BIG STEP will ensure that data systems, resources, facilities or equipment necessary to provide information required for program monitoring and for the evaluation are available in a timely manner. Data will be provided timely and in the format and schedule agreed upon by the DWD, other evaluation partners, and the COUNTY to meet the time schedules in the grant.

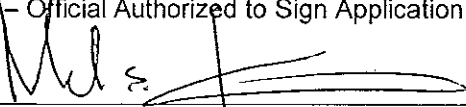
In cooperation with the DWD and the County and other Federal WRTP/BIG STEP will establish procedures to ensure the integrity of the training and training data.

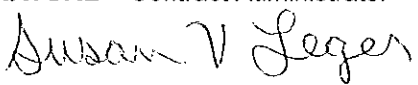
WRTP/BIG STEP will cooperate with the DWD, the COUNTY and other partners, as necessary to specify certain aspects of the project in more detail than is found in the grant recipient's proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

SIGNATURE - Official Authorized to Sign Application		Date Signed
		11-8-18
For (Name of Vendor)	DUNS Number (Dun & Bradstreet, if applicable)	
WISCONSIN Regional Training Partnership, Inc	157093241	

INTERNAL USE ONLY	
Contract #: MOU	
Contract Description: Recruit + Train	
The Division of Racine County Human Services has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of date signed below the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.	
SIGNATURE - Contract Administrator	Date Signed
	11/28/18



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

[Log In](#)

[Login.gov FAQs](#)

- ⚠ ALERT - There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.
- ⚠ ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

<p>Entity Dashboard</p> <ul style="list-style-type: none"> ▶ Entity Overview ▶ Entity Registration <ul style="list-style-type: none"> ▶ Core Data ▶ Assertions ▶ Reps & Certs ▶ POCs ▶ Exclusions <ul style="list-style-type: none"> ▶ Active Exclusions ▶ Inactive Exclusions ▶ Excluded Family Members <p style="text-align: center;">RETURN TO SEARCH</p>	<p>Wisconsin Regional Training Partnership Inc DUNS: 157093241 CAGE Code: 5UWK9 Status: Active Expiration Date: 05/02/2019 Purpose of Registration: All Awards</p> <p>3841 W Wisconsin Ave Milwaukee, WI, 53208-3155, UNITED STATES</p> <hr/> <p style="text-align: center;">Entity Overview</p> <hr/> <div style="border: 1px solid black; padding: 5px;"> <p>Entity Registration Summary</p> <p>Name: Wisconsin Regional Training Partnership Inc Doing Business As: Big Step Business Type: Business or Organization Last Updated By: Matthew Waltz Registration Status: Active Activation Date: 07/02/2018 Expiration Date: 05/02/2019</p> </div> <hr/> <div style="border: 1px solid black; padding: 5px;"> <p>Exclusion Summary</p> <p>Active Exclusion Records? No</p> </div>
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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

BUSINESS ASSOCIATE AGREEMENT

With Contract

This Business Associate Agreement is incorporated into the Underlying Contract and is made between the Racine County Human Services Department, ("Covered Entity") and the WRTP Big Step ("Business Associate"), collectively the "Parties."

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services. Services, activities, or functions covered by this Agreement include, but are not limited to:

Services contained within attached agreement, including exhibits.

The Covered Entity and Business Associate agree to modify the Contract to incorporate the terms of this Agreement and to comply with the requirements of HIPAA addressing confidentiality, security, and the transmission of individually identifiable health information created, used, or maintained by the Business Associate during the performance of the Contract and after Contract termination. The parties agree that any conflict between provisions of the Contract and the Agreement will be governed by the terms of the Agreement.

1. DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

- a. Business Associate: "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103 and, in reference to the party to this Agreement, shall mean WRTP Big Step (Contracted Agency).
- b. Covered Entity: "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103 and, in reference to the party in this Agreement, shall mean the Wisconsin Department of Health Services.
- c. HIPAA Rules: "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. Business Associate shall not use or disclose any Protected Health Information except as permitted or required by the Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity. Unless otherwise limited herein, Business Associate may use or disclose Protected Health Information for Business Associate's proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement.
- b. Business Associate shall not request, use, or disclose more than the minimum amount of Protected Health Information necessary to accomplish the purpose of the use or disclosure.
- c. Business Associate shall inform the Covered Entity if it or its subcontractors will perform any work outside the U.S. that involves access to, or the disclosure of, Protected Health Information.

3. SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION

- a. Business Associate shall use appropriate safeguards, including complying with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement.
- b. Business Associate shall cooperate in good faith in response to any reasonable requests from the Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.

4. REPORTING OF A VIOLATION TO COVERED ENTITY BY BUSINESS ASSOCIATE

The Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410 and any security incident.

- a. **Discovery of a Violation.** The Business Associate must inform the Covered Entity by telephone call, plus email or fax, within five business days following the discovery of any violation.
 - i. The Violation shall be treated as "discovered" as of the first day on which the Violation is known to the Business Associate or, by exercising reasonable diligence would have been known to the Business Associate.
 - ii. Notification shall be provided to one of the contact persons as listed in section 4.d.
 - iii. Notification shall occur within five business days that follows discovery of the Violation.
- b. **Mitigation.** The Business Associate shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Protected Health Information, including complying with a reasonable Corrective Action Plan.
- c. **Investigation of Breach.** The Business Associate shall immediately investigate the Violation and report in writing within ten days to a contact listed in section 4.d. with the following information:
 - i. Each Individual whose Protected Health Information has been or is reasonably to have been accessed, acquired, or disclosed during the Incident;
 - ii. A description of the types of Protected Health Information that were involved in the Violation (such as full name, social security number, date of birth, home address, account number);
 - iii. A description of unauthorized persons known or reasonably believed to have improperly used or disclosed Protected Health Information or confidential data;
 - iv. A description of where the Protected Health Information or confidential data is believed to have been improperly transmitted, sent, or utilized;
 - v. A description of probable causes of the improper use or disclosure;
 - vi. A brief description of what the Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against further Violations;
 - vii. The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence; and
 - viii. A Corrective Action Plan that includes the steps the Business Associate has taken or shall take to prevent future similar Violations.
- d. **Covered Entity Contact Information.** To direct communications to above-referenced Covered Entity's staff, the Business Associate shall initiate contact as indicated herein. The Covered Entity reserves the right to make changes to the contact information by giving written notice to the Business Associate.

HSD Director
Hope Otto

HSD Contract Administration
Krista Kennedy

Corporation Counsel
Racine County

1717 Taylor Avenue
Racine, WI 53403

1717 Taylor Avenue
Racine, WI 53403

730 Wisconsin Ave., 10th Floor
Racine, WI 53403

(262) 638-6646

(262) 638-6671

(262) 636-3874

5. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUBCONTRACTORS OF THE BUSINESS ASSOCIATE

In accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, the Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

6. COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS

If the Business Associate conducts any Standard Transaction for, or on behalf of, a Covered Entity, the Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162, of the Code of Federal Regulation. The Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for, or on behalf of, Covered Entity that:

- a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- b. Adds any Health Information elements or segments to the maximum defined Health Information Set;
- c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
- d. Changes the meaning or intent of the Standard's Implementations Specification(s).

7. ACCESS TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any Protected Health Information held by the Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity, or (as directed by Covered Entity) to an Individual, in order to meet requirements under the Privacy Rule.

8. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to amend or correct Protected Health Information held by the Business Associate, which the Covered Entity has determined is part of the Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity in accordance with 45 CFR 164.526.

9. DOCUMENTATION OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE BUSINESS ASSOCIATE

The Business Associate agrees to document and make available to the Covered Entity, or (at the direction of the Covered Entity) to an Individual, such disclosures of Protected Health Information to respond to a proper request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

10. INTERNAL PRACTICES

The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the federal Secretary of Health and Human Services (HHS) in a time and manner determined by the HHS Secretary, or designee, for purposes of determining compliance with the requirements of HIPAA.

11. TERM AND TERMINATION OF AGREEMENT

- a. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity may:
 - i. Exercise any of its rights to reports, access, and inspection under this Agreement;
 - ii. Require the Business Associate within a 30-day period to cure the breach or end the violation;
 - iii. Terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - iv. Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- b. Before exercising either 11.a.ii. or 11.a.iii, the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

12. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Business Associate will:

- a. Return to the Covered Entity or, if return is not feasible, destroy all Protected Health Information and any compilation of Protected Health Information in any media or form. The Business Associate agrees to ensure that this provision also applies to Protected Health Information of the Covered Entity in possession of subcontractors and agents of the Business Associate. The Business Associate agrees that any original record or copy of Protected Health Information in any media is included in and covered by this provision, as well as all originals or copies of Protected Health Information provided to subcontractors or agents of the Business Associate. The Business Associate agrees to complete the return or destruction as promptly as possible, but not more than **30** business days after the conclusion of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all Protected Health Information has been completed.
- b. If the Business Associate destroys Protected Health Information, it shall be done with the use of technology or methodology that renders the Protected Health Information unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying Protected Health Information include:
 - i. For paper, film, or other hard copy media: shredding or destroying in order that Protected Health Information cannot be read or reconstructed and
 - ii. For electronic media: clearing, purging, or destroying consistent with the standards of the National Institute of Standards and Technology (NIST).

Redaction is specifically excluded as a method of destruction of Protected Health Information unless the information is properly redacted so as to be fully de-identified.

- c. If the Business Associate believes that the return or destruction of Protected Health Information is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate determines that return or destruction of Protected Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to Protected Health Information and prohibit further uses or disclosures of the Protected Health Information of the Covered Entity without the express written authorization of the Covered Entity. Subsequent use or disclosure of any Protected Health Information subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

13. COMPLIANCE WITH STATE LAW


The Business Associate acknowledges that Protected Health Information from the Covered Entity may be subject to state confidentiality laws. Business Associate shall comply with the more restrictive protection requirements between state and federal law for the protection of Protected Health Information.

14. MISCELLANEOUS PROVISIONS

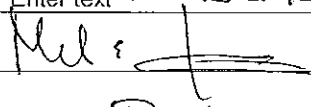
- a. **Indemnification for Breach.** Business Associate shall, to the extent allowed by Wisconsin law, indemnify the Covered Entity for costs associated with any Incident arising from the acquisition, access, use, or disclosure of Protected Health Information by the Business Associate in a manner not permitted under HIPAA Rules.
- b. **Automatic Amendment.** This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.
- c. **Interpretation of Terms or Conditions of Agreement.** Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law.
- d. **Survival.** All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

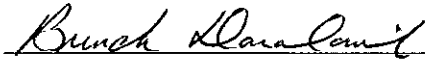
COVERED ENTITY

Print Name: Hope Otto
SIGNATURE: 
Title: Director, Racine County Human Services
Date: _____

BUSINESS ASSOCIATE

Print Name: Enter text Marie E. Kessowich
SIGNATURE: 
Title: Enter text President & CEO
Date: Choose date

COVERED ENTITY

Print Name: BRENDA DANCULOVICH
SIGNATURE: 
Title: DEPUTY DIRECTOR - HUMAN SERVICES
Date: 11/28/2018

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

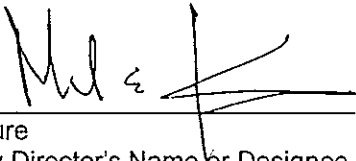
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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



Signature
Agency Director's Name or Designee
(If designee, attach Designee Authorization)

11-8-18
Date

MARK E. KESSEMICH

Name printed

DISCLOSURE OF LOBBYING ACTIVITIES FORM
 (Required for a W-2 agency that has lobbying activities.)

Approved by OMB
0348-0046

Reproduced by DWD/DWS/BDS

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input type="checkbox"/> a. <input type="checkbox"/> b. For Material Change Only: Year _____ quarter _____ Date of last report
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> Congressional District, <i>if known:</i>	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i>	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s),		

employee(s), or Member(s) contacted, for Payment indicated in Item 11:

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Print

Name:

Title:

Tele. No.:

Date:

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046
(cont.)

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks (Subawardee), then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.