

**AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
AND
EVERYONE COOPERATING TO HELP OTHERS, INC. (ECHO)**

THIS SUBAWARD AGREEMENT (“Agreement”) is made and entered into for the period of **10/1/23** through **9/30/24** (“Performance Period”), by and between the Department of Administration (“Department”), State of Wisconsin (“State”), whose principal business address is 101 East Wilson Street, P.O. Box 7970, Madison, WI 53707-7970 and **Everyone Cooperating to Help Others, Inc.** ("Grantee"), whose service address is 65 S. High St., Janesville, WI 53548-3842.

WHEREAS, on behalf of the State, the Department administers the Emergency Solutions Grant (ESG), Housing Assistance Program (HAP), and Homeless Prevention Program (HPP) to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved a subaward to the Grantee in the amount of **\$325,744** for eligible activities herein described (“Project”); and

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

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous agreements between the Grantee and the Department and contains the entire understanding between the parties as to the matters covered herein;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 41 and Attachments A – F which are annexed and made a part hereof.

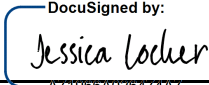
Attachment A – Scope of Work
Attachment B – Budget
Attachment C - Source of Funds
Attachment D – Method of Payment

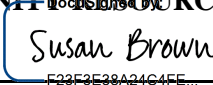
Attachment E – Reporting Requirements
Attachment F – Program Rules

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

EVERYONE COOPERATING TO HELP OTHERS, INC. (ECHO)

**DEPARTMENT OF ADMINISTRATION
DIVISION OF ENERGY, HOUSING & COMMUNITY RESOURCES**

BY: 
Jessica Locher

BY: 
Susan Brown

TITLE: Executive Director

TITLE: Division Administrator

DATE: 9/18/2023 | 10:05 AM CDT

DATE: 9/20/2023 | 4:00 PM CDT

UEI Number: **DWQXFZ6Y7FN4**

GENERAL TERMS AND CONDITIONS

ARTICLE 1. AGREEMENT ADMINISTRATION

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

The Grantee's employee responsible for the administration of this Agreement shall be **the Agency Director/Tribal Chairperson, or Director or their designee or person designated by the Director**, who shall represent the Grantee's interest regarding Agreement performance, financial records, and related considerations. Grantee shall immediately notify the Department of any change of this designee.

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

ARTICLE 2. CONDITIONS OF THE PARTIES' OBLIGATION

This Agreement is contingent upon authorization of Wisconsin and United States laws, and any material amendment to, or repeal of same affecting relevant authority of the State of Wisconsin in regard to Program shall serve to revise or terminate this Agreement, except as further agreed by the parties hereto. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.

The Grantee shall notify the Department in writing within ten (10) days of change in the Grantee's address. All notices, demands or requests under this Agreement shall be in writing.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all applicable federal and state laws, published circulars, ordinances, federal and state administrative regulations, guidance, and findings that are in effect during the Performance Period of this Agreement and which in any manner affect the Grantee's work or conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State it being understood that in such matters the Department acts as an agent and representative of the State. Grantee shall be deemed an independent contractor for all purposes as to this Agreement and the employees of Grantee or any of its contractors, subcontractors, lessees and the employees thereof, shall not in any manner be deemed to be employees, agents, servants, joint venturers, or partners of DOA and/or the State of Wisconsin.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

Grantee assumes full responsibility and holds the Department harmless for any and all payments made, or any other actions taken by the Department in reliance upon the above representation. Further, Grantee agrees to indemnify the Department against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the

Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense, including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit. Nothing in this Agreement shall be deemed a waiver of the State of Wisconsin's sovereign immunity.

ARTICLE 4. SCOPE OF WORK

The eligible activities under this Agreement are summarized in the Attachments. In the event of a conflict between the summary in Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

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

ARTICLE 5. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, or subrecipients shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Department. The Department reserves the right to reject any subrecipient after notification. The Grantee shall provide the Department with a copy of any executed subcontract or accepted subrecipient bid that relates to activities in furtherance of this Agreement.

ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

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

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

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

ARTICLE 7. CONFLICT OF INTEREST

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

ARTICLE 8. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

The Grantee shall not illegally discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grantee, if a Wisconsin municipality, is exempt from submitting a written affirmative action plan to DOA. For record keeping purposes Grantee shall submit a Request for Exemption from Submitting an Affirmative Action Plan to DOA's Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 or via email at DOADEOSBOPPrograms@wisconsin.gov. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

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

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

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

ARTICLE 9. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business, local business, woman-owned and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 10. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Agreement in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement. The Department reserves the right to pursue any and all available remedies under the law due to such failure.

Notwithstanding and in addition to the right to terminate the Agreement for cause described above, the Department may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability to Grantee shall be limited to the actual costs incurred by Grantee in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the State. However, in the event that the Project is ineligible for funding under applicable federal rules, the State shall have no liability to the Grantee whatsoever.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department Program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

ARTICLE 11. FAILURE TO PERFORM

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

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

ARTICLE 12. PUBLICATIONS AND SOFTWARE DEVELOPMENT

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) The following notation shall be carried on all articles, reports, publications, or other documents resulting from this Agreement:

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Division of Energy, Housing & Community Resources under the terms and conditions of (insert agreement name and details)."

ARTICLE 13. AMENDMENT

Except as provided in this Article, this Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented in writing and signed by each party.

Upon written request of the Grantee and at the sole discretion of the Division of Energy, Housing & Community Resources ("DEHCR"), an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total grant award amount shall not be exceeded. No other terms or conditions of the Agreement may be adjusted absent an amendment, and all other terms and condition shall remain the same and in full effect if an adjustment is made.

ARTICLE 14. SEVERABILITY

Any provision of this Agreement held or determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable shall be deemed separate, distinct, independent, and shall be ineffective to the extent of such holding or determination without invalidating the remaining provisions of this Agreement or affecting the legality, validity, or enforceability of such other provisions of this Agreement.

ARTICLE 15. WAIVER

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

ARTICLE 16. FORCE MAJEURE

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

ARTICLE 17. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with federal law or applicable Program requirements. The venue for any dispute shall be Dane County, Wisconsin.

ARTICLE 18. STANDARDS OF PERFORMANCE

The Grantee shall perform the Project and activities as set forth in its application for this grant and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 19. EXTRA WORK

If applicable, and if the Department desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement, such work shall be considered extra work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the Department and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the Department.

Any such continuance of service that would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Wisconsin Legislature or the receipt of funds from the federal government.

ARTICLE 20. SURVIVAL OF REQUIREMENTS

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

FISCAL TERMS AND CONDITIONS

ARTICLE 21. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the federal government for the services covered under this Agreement.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds or receipt of funds from the federal government. The Department reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the Wisconsin Legislature or federal government.

ARTICLE 22. ALLOWABLE COSTS

2 CFR Part 200 Subpart E shall be complied with by the Grantee with respect to specific items and their cost allowability.

ARTICLE 23. REIMBURSEMENT OF FUNDS

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

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the Department. The word "funds" as used in this Article does not include program income.

ARTICLE 25. FINANCIAL MANAGEMENT

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

The minimum acceptable financial records for the Project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the Project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges;

6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement services and materials; and 8) Any other records which support charges to Project funds.

ARTICLE 26. METHOD OF PAYMENT

Payments are to be used exclusively for eligible costs incurred during the Performance Period of this Agreement. Payments under this Agreement shall be made according to the schedule within Attachment D (Method of Payment). Invoices shall reflect eligible costs incurred by approved budget line item, as identified in Attachment D (Method of Payment).

Final Payment/Close-Out

Requests for final payment of any and all funds awarded by this Agreement shall be received by the Department by the end of the Performance Period or upon termination of this Agreement unless otherwise specifically provided for in Attachment D. The State of Wisconsin is not responsible for payment of any request received outside of the aforementioned timeframe, unless a valid amendment of this Agreement is executed.

ARTICLE 27. LIMITATION ON COSTS

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

ARTICLE 28. ELIGIBLE COSTS

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the Department.
2. Costs only as identified in the Budget, described in the Scope of Work, as included in the Attachments/Program guides are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the Department.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 29. SINGLE AUDIT REQUIREMENT

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

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with 2 CFR Part 200 Subpart F, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

State Funded Awards:

***NOTE:** If an audit is required under 2 CFR Part 200 Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.*

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the Department within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

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

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

ARTICLE 30. RECORDS AND REPORTS

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations. Records pertaining to the performance of this Agreement are subject to disclosure pursuant to and consistent with Wis. Stats. Chapter 19.

ARTICLE 31. BONDING AND INSURANCE

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

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

ARTICLE 32. EXAMINATION OF RECORDS

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

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

SPECIAL TERMS AND CONDITIONS

ARTICLE 33. COMPETITIVE PROCUREMENT PRACTICES

The Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this Agreement. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 34. REASONABLE COSTS

The Grantee shall ensure the unit costs for products and services procured as a result of this Agreement are reasonable, allocable and allowable.

ARTICLE 35. AUDITS

Grantee shall perform an “Agreed upon Procedures Audit” on request. This audit shall consist of procedures and questions agreed upon by the Department and the auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information (“Confidential Information”) for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Grantee shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Agreement by any said representatives.

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

Definitions

“Confidential Information” means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

ARTICLE 37. LOBBYING

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

ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- (b) Have not within a three-year period preceding the Grantee's applications for these funds been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding the Grantee's application for these funds had one or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 39. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by the Attachments. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 40. PATENT INFRINGEMENT

If the Grantee is selling or providing for use articles to the State of Wisconsin, the Grantee guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, the Grantee guarantees that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles and agrees to pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If Grantee uses any portion of the funds provided under this Agreement to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registrations and/or exhibit/booth space, if requested.

ATTACHMENT A**SCOPE OF WORK**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee with respect to the contents of this attachment, provisions within this attachment shall take precedence.

Scope of Work:

The Emergency Solutions Grant (ESG), Housing Assistance Program (HAP), and Homelessness Prevention Program (HPP) are collectively referred to as the EHH Program. EHH funding shall be used for the following categories which are referred to in the budget.

- ESG may be used for rapid re-housing, homelessness prevention, emergency shelter, street outreach, Homeless Management Information Systems (HMIS), and administrative costs.
- HPP may be used for rapid re-housing, homelessness prevention, and administrative costs.
- HAP may be used for housing and administrative costs.

The Grantee and any Subrecipients as listed in Attachment B are required to use ESG funding in accordance with the regulations in 24 CFR Part 576, and use ESG, HAP, and HPP funding in accordance with the program rules laid out in the EHH Program Manuals.

The Grantee's service area is the Balance of State COC / Rock-Walworth coalition which includes Rock and Walworth counties.

ATTACHMENT B**BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee with respect to the contents of this attachment, provisions within this attachment shall take precedence.

Activity	ESG Award	HPP Award	Total Award
Assistance	215,723	93,015	308,738
Administration	6,671	10,335	17,006
Grand Total	222,394	103,350	325,744

Changes to the approved cost categories must be requested in writing and approved by the Department. Eligible assistance activities are listed in the Scope of Work Attachment.

Subrecipients

- Community Action Inc of Rock and Walworth Counties
- Family Promise of Greater Beloit, Inc
- Family Services of Southern Wisconsin and Northern Illinois, Inc.
- Young Womens Christian Association of Rock County, Inc.

Match

Federal ESG funding requires a 100% matching contribution. State HPP and HAP funding may be used toward this match requirement as long as the funding is used for ESG-eligible activities and all ESG requirements are met.

ATTACHMENT C
SOURCE OF FUNDS

Program Name: Housing Assistance Program (HAP) funds are authorized pursuant to Wis. Stats. § 16.306 and Wis. Adm. Code Chapter Admin. 87 for the purpose of providing housing and appropriate supportive services to assist homeless individuals and families in their transition from homelessness to independent living.

Homelessness Prevention Program (HPP) funds are authorized pursuant to Wis. Stats. § 16.303 and Wis. Adm. Code Chapter Admin. 89 to assist homeless individuals and families and/or individuals and families at risk of homelessness to prevent homelessness through the provision of rental assistance and services.

HUD Emergency Solutions Grant (ESG) funds have been authorized by Title II of Division B of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act). The HEARTH Act amended the McKinney-Vento Homeless Assistance Act which allows each state to award such funds subject to certain conditions. This Agreement is governed by the statutes and regulations pertaining to the ESG Program in 24 CFR 576 and any subsequent amendments or changes thereto.

CFDA #: 14.231 Emergency Solutions Grant Program

Federal Award Identification Number (FAIN): E-23-DC-55-0001

Federal Award Date: 8/31/2023

Total Amount of the Federal Award: \$3,677,461

Amount of Federal Funds Obligated by this Award: Refer to Budget

Funding Source:

The funds awarded under this Agreement have been encumbered and are subject to the continued availability of funding from the U. S. Department of Housing and Urban Development.

Contact Information:

Garry M. Werra
Director, Office of Community Planning and Development

U.S. Department of Housing and Urban Development
Milwaukee Field Office
310 West Wisconsin Avenue, Suite 950
Milwaukee, WI 53203-2289

Direct line: 419-935-6644

E-mail: garry.m.werra@hud.gov

Fax: 414-935-6779

WWW.HUD.GOV

The contact information for the pass-thru agency official is:

Susan Brown, Division Administrator

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

Phone: 608-266-2035

susan.brown@wisconsin.gov

ATTACHMENT D**METHOD OF PAYMENT**

To initiate each payment, the Grantee must complete and submit an EHH Payment Request Excel Form listing all expenses in the given month, including match in the separate match section.

The Grantee shall request funds through the Department. All Requests for Payments (invoices) must be submitted to *both* the EHH Program Manager *and* the Division of Energy, Housing and Community Resources Fiscal team for processing via DOADEHCRFiscal@wisconsin.gov. Forms shall be submitted via e-mail.

- (1) The Grantee may draw on Department funds as provided under this Agreement as reimbursement of actual reported expenditures and only for the approved spending categories. Expenditure reports shall reflect summary detail by approved budget category of the actual costs. Details of how the costs were calculated may be reported on an attached sheet. The Grantee shall then have twenty-one (21) days after receiving funds as a reimbursement to distribute those funds to its Subrecipients on whose behalf the expenditure report was submitted.
- (2) The Grantee must submit Subrecipient expenditures to DEHCR within thirty (30) days of receiving the expenditure report from the Subrecipient.
- (3) To ensure timely reimbursement, the Grantee should submit the EHH Payment Request Excel Form each month by the 20th of the month. The Payment Request Form should request reimbursement of actual reported expenditures from the prior month. Payment requests received more than sixty (60) days after a month's end will not be reimbursed (exceptions may be granted by DEHCR on a case-by-case basis).
- (4) The Department is not responsible for the Grantee's disbursement of funds to beneficiaries, subcontractors, and/or other creditors.

Final Payment/Close-Out

Requests for final payment of any and all funds awarded by this Agreement shall be received by the Department **within sixty (60) days from the end of the Performance Period or upon termination of this Agreement**. The State of Wisconsin is not responsible for payment of any request received outside of the aforementioned timeframe, unless a valid amendment of this Agreement is executed.

ATTACHMENT E
REPORTING REQUIREMENTS

1. Monthly Housing Inventory Chart

The HUD-Continuum of Care (CoC)/local homeless coalition must complete a Program client count on the fourth Wednesday of each month for all emergency shelter (including motel vouchers), transitional housing, rapid re-housing, and permanent supportive housing programs and report it on the monthly Housing Inventory Chart (HIC). Grantee shall facilitate this client count by providing the necessary information within the HIC. This chart will be available through a Google Drive link. The bed list on the census must be kept up-to-date and accurate each month.

2. Lead Agency Quarterly Performance Report

If the Grantee has any Subrecipients, the Grantee must complete a Lead Agency Performance Report each quarter and submit it to the Department. The report is due on the 20th of the month following the end of each quarter (January 20th, April 20th, July 20th, and October 20th). The report template is posted on the DEHCR website via the following link: <https://energyandhousing.wi.gov/Pages/AgencyResources/ehh-program.aspx>. Grantee must be able to provide backup documentation upon request by the Department.

3. EHH Performance Report

The Grantee and Subrecipients are required to report on the number of clients receiving services under this Agreement and Project performance in HMIS (or a comparable database if applicable). The Department will receive performance reports directly from HMIS from the HMIS lead agency. The Grantee and Subrecipients must be able to provide backup documentation on all HMIS (or comparable) data upon request by the Department.

4. ESG CAPER CSV Report

All agencies are required to submit their ESG CAPER CSV report for the period of April 1, 2023 through March 31, 2024 no later than April 30, 2024 or as instructed by the Department. Instructions detailing how to run this report and how to submit the report will be made available by the EHH Program Manager in the months preceding the due date.

5. Financial Closeout Report

No later than sixty (60) days after the end of the Performance Period, the Grantee will submit an EHH Financial Closeout Report.

6. Cross-cutting Reports

The Grantee shall ensure the Minority- and Women-Business Enterprise Reports and the Section 3 Economic Opportunities for Low- and Very-Low Income Persons, HUD Form 6002, are completed and submitted on a timely basis when applicable.

7. ESG/HPP Funding Formula Performance Report

At the request of the Department, the Grantee must submit a report detailing agency and/or coalition performance to be used in the 2024-2025 ESG/HPP Funding Formula.

8. Additional Information or Reports

The Department reserves the right to require additional information or reports as needed.

HOMELESS MANAGEMENT INFORMATION SYSTEM REQUIREMENTS

HMIS participation is a requirement for EHH Grantees and Subrecipients. The Grantee shall maintain an accurate record of clients served in Wisconsin's designated HMIS. Victim service providers cannot, and Legal Services Organizations may choose not to, participate in HMIS. Providers which do not participate in HMIS must use a comparable database which can produce the required unduplicated, aggregate reports.

All HMIS participating agencies must comply with the Governance Charter for the Wisconsin and Northern Illinois Homeless Management Information System, the Wisconsin Statewide Homeless Management Information System

Policies and Procedures, and any applicable HUD CoC Governance Charter for the service territory in which the Grantee operates. Agencies must adhere to the current HUD Data Standards Manual, which can be found at <https://www.hudexchange.info/resource/3824/hmis-data-dictionary/>. Grantee and Subrecipients must sign and comply with the HMIS Lead Agency's HMIS Agency Participation Agreement. All HMIS users must have completed the HMIS User Agreement located at the HMIS Lead Agency's website.

ATTACHMENT F
PROGRAM RULES

The Grantee shall comply with all applicable regulations as provided for under 24 CFR Part 576 and the EHH Program Manuals in addition to the specific Program Rules provided as follows which may refer back to the aforementioned regulations under 24 CFR Part 576:

1. **Affirmative Outreach** (24 CFR § 576.407 (b) & § 808 (e)(5) of the Fair Housing Act)
The Grantee and Subrecipients have a statutory duty to affirmatively further fair housing by ensuring Fair Housing Act rules are maintained in such a way that no one may take any of the following actions based on race, color, national origin, religion, sex, gender orientation, sexual orientation, familial status, or handicap: refusing to rent or sell housing; refusing to negotiate for housing; making housing unavailable; denying a dwelling; setting different terms, conditions or privileges for sale or rental of a dwelling; providing different housing services or facilities; falsely denying that housing is available for rent. Furthermore, the Grantee and Subrecipients will ensure the provision of their service under this Agreement is in line with the demographic trends of their communities, which means at least once during the Performance Period there should be an analysis of impediments to fair housing choice within the jurisdiction and identify appropriate actions to overcome the effects of any impediments as identified through that analysis. Records reflecting the analysis and actions in this regard should be maintained.
2. **Amendment**
The Grantee understands that the Department will not entertain a request for an Agreement amendment within 30 days of the end of the Performance Period.
3. **Anti-Lobbying** (24 CFR Part 87)
The Grantee and Subrecipients will not use federally-appropriated funds to pay, by or on behalf of it, any person for influencing or attempting to influence any governmental or affiliated governmental officer or employee. If any funds other than federally-appropriated funds are used to influence or attempt to influence as aforementioned, the Grantee or Subrecipients must both complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and in all sub-award documents disclose to Subrecipients the lobbying activity accordingly.
4. **Certification by a Local Unit of Government** (24 CFR § 576.202 (a)(2))
Each HUD-CoC/local homeless coalition must obtain a certification of approval from a unit of general purpose local government for the geographic area in which ESG emergency shelter activities are to be carried out under this Agreement.
5. **Client Non-Discrimination**
The Grantee and Subrecipients must not discriminate in the provision of services carried out under this Agreement on the basis of race, sex, age, handicap, religion, national origin, gender or sexual preference or any other basis prohibited by applicable law.
6. **Confidentiality** (24 CFR § 576.500 (x))
The Grantee and Subrecipients will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.
7. **Conflict of Interest** (24 CFR § 576.404)
The Grantee and Subrecipients must not condition ESG or HPP financial assistance on a participant's acceptance of housing when it is owned by the organization or is a parent or subsidiary of that organization. The Grantee or Subrecipients must not conduct initial evaluations or provide homelessness prevention

assistance to persons living in property owned by them, a parent, or a subsidiary. For procurement of goods and services, the Grantee and Subrecipients must comply with 24 CFR § 576.404(b). For all other transactions and activities, restrictions on financial interests and benefits apply to employees, agents, consultants, officers, and elected or appointed officials of the Grantee or Subrecipients if they have certain types of responsible positions. Restrictions also pertain to financial gain for self, family, or those with business ties.

The existence of a potential conflict of interest does not automatically prohibit a person from receiving services. If a possible conflict of interest exists, the Grantee and/or Subrecipient must gain approval from the Department prior to the provision of services.

8. Coordinated Entry (24 CFR § 576.400 (d))

Each HUD CoC is required to develop and/or operate a coordinated entry system if any agencies in the continuum of care receive ESG funding. When using ESG funds, the Grantee and Subrecipients must participate in the coordinated entry for their continuum of care, as defined by their area's HUD CoC. If there is not yet a coordinated entry, a Grantee or Subrecipient must participate in its implementation and subsequent use.

9. Debarred or Suspended Subrecipients (24 CFR § 5.105 (c))

Federal funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or Subrecipient during any period of debarment, suspension, or placement of ineligibility status.

10. Drug Free Work Place (24 CFR § 5.105 (d))

The Grantee and Subrecipients will or will continue to provide a drug-free workplace by complying with the implementation of rules around drug prohibition, notification to employees of the rules, and disclosure of violations in accordance with the rule.

11. Employment Non-Discrimination and Equal Opportunity (24 CFR § 5.105 (a))

The Grantee and Subrecipients do not and will not discriminate in employment and personnel practices on the basis of race, sex, age, handicap, religion, national origin, gender or sexual preference or any other basis prohibited by applicable law. Hiring, transferring, and promotion practices are performed without regard to the above listed items.

12. Environmental Review (24 CFR § 576.407 (d))

The Grantee or Subrecipients, or any contractor of the Grantee or Subrecipients, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a Project until HUD and the Department have performed an environmental review under 24 CFR Part 50 and the Grantee has received HUD approval of the property.

13. Faith-Based Activities ((24 CFR § 576.406))

Grantee and Subrecipients shall ensure that all eligible activities under this Agreement are administered in a manner which is free from religious influences and in accordance with the following principles: Grantee and Subrecipients will not discriminate against any employee or applicant for employment and will not limit employment or give preference in employment to persons on the basis of religion; Grantee and Subrecipients will not discriminate against any person applying for shelter or services and will not limit shelter or services or give preference to persons on the basis of religion; Grantee and Subrecipients will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in carrying out the programs or services funded under this Agreement. If an organization conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for program participants.

14. Financial Management ((2 CFR Part 200))

The Grantee and Subrecipients must ensure compliance with regulations and requirements pertaining to the following key areas of financial management: Allowable costs, source documentation, internal controls, budget controls, cost allocation plans, cash management, accounting records, procurement, property asset controls, and audits. Furthermore, the Grantee and Subrecipients must use EHH program funds only for eligible activities and in accordance with the budget in Attachment B. Any changes from the planned expenditures must be approved in advance by Department. EHH funds may not be used for activities other than those authorized in the regulations and approved by the Department. Furthermore, all expenditures must be in accordance with conditions such as funding ceilings and other limitations on EHH eligible costs.

15. Homeless Participation Involvement (24 CFR § 576.405)

The Grantee and Subrecipients must have representation of a person who is homeless or was formerly homeless on the board of directors or policymaking entity directly responsible for making policy for the project(s) for which funding is being provided for under this Agreement.

16. Identification

The Grantee cannot require third party documentation such as birth certificates or photo identification as a condition of immediately admitting an individual or family into emergency shelter or as a condition of receiving any EHH services.

17. Involuntary Family Separation and Non-Discrimination (24 CFR § 576.102 (b); 24 CFR § 5.403

Definitions- Family; 24 CFR § 570.3 Definitions -Household; 24 CFR § 5.105(a))

All individuals or groups of individuals, regardless of age, gender identification, sexual orientation, and marriage status, identifying as a family at a family shelter must be served as a family. Families at family shelters must not be separated when entering shelter. There can be no inquiry, documentation requirement, or “proof” related to family status, gender identification and/ or sexual orientation. The prohibition on inquiries or documentation does not prohibit inquiries related to an individual’s sex for the limited purpose of determining placement in temporary, singles-only emergency shelters which are limited to one sex because they have shared bedrooms or bathrooms, or for determining the number of bedrooms to which a household may be entitled. The age of a child under 18 must not be used as a basis for denying any family’s admission to a program which uses EHH funding or services if those programs serve families with children under age 18.

18. Lead Safety (24 CFR § 576.403 (a) & 24 CFR § 35, subparts A, B, H, J, K, M, and R)

For Renovation -- any renovation carried out with ESG assistance shall be sufficient to ensure the building involved is lead-safe and sanitary. The requirements pertaining to rehabilitation differ according to the level of federal support. For shelter -- the facility must be free from lead-based paint contamination wherein clients may potentially stay for more than 100 days unless the facility is such that it is statutorily exempted. For homelessness prevention and rapid re-housing - every assisted unit must be free from lead-based paint contamination wherein that assistance lasts more than 100 days, or is for first month rent payment and/or security deposit assistance, or where the residents select their own housing. When Lead-Based Paint requirements do apply, the requirements around notice of evaluation, presumption, hazard reduction activities and the provision of an information pamphlet apply.

19. Major Facility Rehabilitation (24 CFR § 576.102 (c)(1))

If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the building will be maintained as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the building will be maintained as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the building will be maintained as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

20. Match (24 CFR § 576.201)

The Grantee and Subrecipients must match 100% of the amount allocated to them in ESG funding. Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. However, if ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that federal program may not be used to satisfy the ESG matching requirement.

21. Monitoring

The Grantee shall comply with monitoring visits and/or desk monitoring from Department staff for EHH program compliance. If a lead agency, the Grantee shall assure subrecipient compliance with the EHH program.

22. Participation in Housing Inventory and Point-In-Time

Each Grantee and Subrecipient is required to participate in both the monthly housing inventory and the annual Point-in-Time count in January as directed by HUD.

23. Payment Request Criteria

Per special instruction from HUD, ESG grants are to be paid by reimbursement. Therefore, the Grantee is required to draw down funds on a cost reimbursement basis. The only modification of this ESG cost reimbursement principle is for HUD-approved pre-Agreement costs.

24. Procurement and Subcontracting ((2 CFR Part 200 Subpart D)

The Grantee and Subrecipients must have written procurement procedures which seek to avoid purchasing unnecessary items, mandate an analysis as to whether leasing or purchasing is more economical, and which meet the statutory solicitation requirements when seeking bids. Purchases of services from contractors or vendors by nonprofit Grantees with ESG funds are subject to the federal regulations governing procurement procedures.

25. Program Income (24 CFR § 576.201 (f))

ESG program income includes any amount of a security or utility deposit returned to the Grantee or Subrecipients. Program income must be used as match and documented correctly. The Grantee and Subrecipients are prohibited from requiring or suggesting repayment of any service or financial assistance except for security and utility deposit.

26. Recordkeeping (24 CFR § 576.500)

In general, the Grantee and Subrecipients must have policies and procedures in place to ensure all recordkeeping requirements of 24 CFR § 576.500 are met. The policies and procedures must be established in writing and implemented by the Grantee and its Subrecipients to ensure EHH funds are used in accordance with these requirements. In addition, sufficient records must be established and maintained to enable the Department and HUD to determine whether EHH requirements are being met. The Grantee must maintain a copy of any executed contract with any Subrecipients which relates to Project activities funded under this Agreement. The Program records for the Grantee and Subrecipients must be maintained for a minimum of five (5) years after the final expenditure under this Agreement.

27. Residency

The Grantee shall not require homeless individuals and families to be residents of the State of Wisconsin or locality therein to receive shelter or other EHH services, nor shall the Grantee set differing allowed lengths of stay/enrollment based on whether a homeless individual or family are residents of the State of Wisconsin or locality therein.

28. Subrecipient Contracts

If the Grantee has any EHH subrecipients, the Grantee must execute contracts or agreements with all EHH Subrecipients within forty-five (45) days of execution of this Agreement.

29. Subrecipient Monitoring

If the Grantee has any EHH subrecipients, the Grantee must perform an annual monitoring for EHH compliance within twelve (12) months of the start date of this Agreement. If Grantee has a new Subrecipient that has never before received EHH funds, the Grantee must perform compliance monitoring within six (6) months of the Subrecipient first incurring expenses related to this Agreement.

30. WBE/ MBE (2 CFR § 200.321 & Section 16.75 (3m)(b) Wis. Stats)

The Grantee and Subrecipients should utilize small businesses and women- and minority-owned firms to the greatest extent practicable. Furthermore, the Grantee and Subrecipients will comply with the reporting requirements as established by the Department.

31. Written Standards (24 CFR § 576.400 (e))

The Grantee and Subrecipients must establish and consistently apply written standards for providing ESG assistance. The standards must provide a clear policy or instruction for the items listed in 24 CFR § 576.400 (e)(3).