AGENDA
HEALTH AND HUMAN SERVICES COMMITTEE
HUMAN SERVICES BOARD
REGULAR MEETING
TUESDAY, MARCH 25, 2025 – 8:00 AM
ADMINISTRATION CENTER - ROOM A-200
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

The public can access the meeting by viewing the live stream at the link which will be opened five minutes before the call to order:
Health & Human Services Committee / Human Services Board Live Stream
The public can submit comments here: Public Comment Form
Public Comment Policy & Instructions For Submitting Public Comments Online

1. **CALL TO ORDER**
2. **PROPER NOTICE**
3. **PUBLIC COMMENTS/CORRESPONDENCE/COMMUNICATIONS**
4. **APPROVAL OF MINUTES**
   a. February 25, 2025
5. **LASATA SENIOR LIVING CAMPUS**
   a. Management/Financial/Informational Reports
      1. Lasata Campus Monthly Reports
6. **VETERANS SERVICES OFFICE**
   a. Management/Financial/Informational Reports
      1. Veterans Services Report
7. **PUBLIC HEALTH**
   a. Management/Financial/ Informational Reports
      1. Public Health Report
8. **HUMAN SERVICES**
   a. Action Items:
      1. Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit Center - FFP
   b. Discussion Items:
      1. Economic Support Overview
   c. Management/Financial/Informational Reports
      1. HS/Aging/ADRC Financial Report - Feb 2024
9. **NEXT MEETING DATE**
   April 22 2025
10. **ADJOURNMENT**

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

Updated 3/20/2025 10:12 AM

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **March 25, 2025**
DEPARTMENT: **County Clerk**
DIRECTOR: **Kellie Kretlow**
PREPARER: **Kellie Kretlow**

Agenda Summary February 25, 2025

https://www.ozaukeecounty.gov/AgendaCenter/ViewFile/Minutes/_02252025-3540

HEALTH AND HUMAN SERVICES COMMITTEE

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **March 25, 2025**
DEPARTMENT: **Lasata Campus**
DIRECTOR: **Barton Smith**
PREPARER: **Christine Kuemmerlein**

Agenda Summary Lasata Campus Monthly Reports

ATTACHMENTS:

- Campus Feb 2025 (PDF)

HEALTH AND HUMAN SERVICES COMMITTEE

Lasata Care Center

February 2025 Monthly Report

Barton Smith

Payor Mix Days	Current Month Actual AVG	YTD actual AVG	Budget
Medicare/MC	19	19	15
Private	32	32	32
Medicaid	25	26	43
Total	76	77	90

Payor Mix	Current Month Actual	YTD actual	Budget
Medicare/MC	25%	25%	17%
Private	42%	34%	36%
Medicaid	33%	41%	47%

Organization and Operations Focus

Continued focus on building up LTC base

Staffing/employee

Open Positions

Agency usage

New IT position started- (shared with County IT Department)

Regulatory Updates

DHS self report follow visit- no deficiencies

Campus Projects and initiatives:

Adding TVs and mounts to all SNF rooms

CBRF project updates- kitchen plans updated

Campus Financials:

Attachment: Campus Feb 2025 (Lasata Campus Monthly Reports)

LASATA HEIGHTS MONTHLY REPORT
FEBRUARY 2024
Kristen Sonnenberg, Director of Senior Apartments

Census:

- FEBRUARY census – 60 occupied apartments
  - Move ins: all apartments were occupied for the month of February
    - Two move ins scheduled for April
    - One move in scheduled for May
  - Move outs:
    - One move out for 2/28
    - Two move outs for 3/31

Available apartments: No current openings.
Tours:

- There were 6 tours in the month of FEBRUARY.

- Waiting List- 24 applicants on the waiting list:
  - 24 applicants are waiting for an A, B, C or D unit

Attachment: Campus Feb 2025 (Lasata Campus Monthly Reports)

Lasata Crossings Monthly Report

February 2025

Submitted by: Laurel Bath

- **Census:** As of today, the census is 59. The group consists of 53 Tenants paying privately, 6 are utilizing Family Care.
    - There are 4 open apartments; aside from Apartment #116, which will remain empty to be remodeled to become the pass-through to the CBRF being built.

- **Admission/Discharges:**
    - Four (4) Tours were done in February
    - There are two (2) tenants currently in rehab at Lasata Care Center.
    - There is one (1) tenant currently on IP-Hospice at Horizon Lawlis at Ascension Columbia St. Mary's Hospital in Mequon. Family plans to discharge from the Crossings on February 28/March 1.
    - Admissions:
        - There were two (2) admissions in February
        - There are two (2) planned admissions for March 31/April 1
    - Discharges:
        - There were six (6) discharges in February.
            - One (1) is the tenant on Hospice; two (2) passed away; two (2) became residents at Lasata Care Center; one (1) was discharged to a Memory Care Facility in West Bend
        - There are two (2) planned discharges for March. They are both moving to Memory Care—one at Anita's Gardens in Grafton, the other to the Lake House in Cedarburg.
- **Open Staff Positions:**
    - There are 2 positions currently open for Personal Care Workers. There is a part-time AM position, .4/20 hours per week; part-time .3/12 hours per week NOC shift position. One Pool employee returned to Full time. However, two of the applicants who were hired for the other positions failed to show up for orientation.

- **Waiting List:**
    - There are 11 individuals on the waiting list for Family Care Studio apartments.
    - There are 12 individuals on our waiting list for one- and two-bedroom apartments.
    - There are 4 individuals on the inactive list.

        - ***Wait List:*** *Application and $500 fee (refundable) on file*
        - ***Inactive List:*** *Name on list; application complete and refundable fee on file but they prefer we not contact them.*
        - ***Current residents and tenants on campus do not submit a waitlist fee.***

Attachment: Campus Feb 2025 (Lasata Campus Monthly Reports)

Ozaukee County Committee Report

Enterprise Fund Lasata Care Center

For the Two Months Ending Friday, February 28, 2025

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2025 YTD Actual	2025 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	$1,092,339	$2,307,362	$15,798,875	$13,491,513	14.60%
Other Revenue	$7,268	$9,050	$69,350	$60,300	13.05%
Total Revenues	**$1,099,607**	**$2,316,412**	**$15,868,225**	**$13,551,813**	**14.60%**
Expenditures					
Salaries	$570,821	$1,087,962	$8,432,898	$7,344,936	12.90%
Fringe Benefits	$178,922	$355,893	$2,381,492	$2,025,599	14.94%
Travel/Training	$612	$762	$4,000	$3,238	19.05%
Supplies	$50,380	$93,654	$607,609	$513,955	15.41%
Purchased Services	$146,981	$355,078	$2,119,440	$1,764,362	16.75%
Interdepartment Charges	$62,033	$123,771	$751,955	$628,184	16.46%
Depreciation	$65,842	$131,683	$790,099	$658,416	16.67%
Debt Service	$57,050	$57,050	$108,850	$51,800	52.41%
Other Expenses	$49,121	$109,208	$659,768	$550,560	16.55%
Total Operating Expenditures	**$1,181,762**	**$2,315,061**	**$15,856,111**	**$13,541,050**	**14.60%**
Capital Outlay					
Equipment & Furniture	$25,304	$25,304	$336,000	$310,696	7.53%
Buildings & Land	-	-	$45,000	$45,000	0.00%
Contra	-	-	($381,000)	($381,000)	0.00%
Total Capital Outlay	**$25,304**	**$25,304**	**-**	**($25,304)**	**0.00%**
Total Expenditures	**$1,207,066**	**$2,340,365**	**$15,856,111**	**$13,515,746**	**14.76%**
Other Finance (Sources)	-	-	($87,886)	($87,886)	0.00%
Other Finance Uses	-	-	$100,000	$100,000	0.00%
Net Other Financing Sources/Uses	**-**	**-**	**$12,114**	**$12,114**	**0.00%**
Net Increase (Decrease)	**($107,459)**	**($23,953)**	**-**	**$23,953**	**0.00%**

Equity:

Attachment: Campus Feb 2025 (Lasata Campus Monthly Reports)

Ozaukee County Committee Report

Enterprise Fund Lasata Heights

For the Two Months Ending Friday, February 28, 2025

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2025 YTD Actual	2025 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	$110,966	$222,761	$1,246,624	$1,023,863	17.87%
Other Revenue	$233	$233	$1,000	$767	23.30%
Total Revenues	**$111,199**	**$222,994**	**$1,247,624**	**$1,024,630**	**17.87%**
Expenditures					
Salaries	$20,747	$38,109	$238,765	$200,656	15.96%
Fringe Benefits	$7,012	$15,486	$104,300	$88,814	14.85%
Travel/Training	-	-	$1,000	$1,000	0.00%
Supplies	$707	$1,679	$134,080	$132,401	1.25%
Purchased Services	$7,761	$26,907	$261,118	$234,211	10.30%
Interdepartment Charges	$3,488	$7,253	$46,871	$39,618	15.47%
Depreciation	$29,250	$58,500	$351,000	$292,500	16.67%
Other Expenses	$2,842	$10,966	$110,490	$99,524	9.92%
Total Operating Expenditures	**$71,807**	**$158,900**	**$1,247,624**	**$1,088,724**	**12.74%**
Capital Outlay					
Buildings & Land	-	-	$65,000	$65,000	0.00%
Contra	-	-	($65,000)	($65,000)	0.00%
Total Expenditures	**$71,807**	**$158,900**	**$1,247,624**	**$1,088,724**	**12.74%**
Net Increase (Decrease)	**$39,392**	**$64,094**	**-**	**($64,094)**	**0.00%**

Equity:

Attachment: Campus Feb 2025 (Lasata Campus Monthly Reports)

Ozaukee County Committee Report

Enterprise Fund Lasata RCAC

For the Two Months Ending Friday, February 28, 2025

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2025 YTD Actual	2025 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	$309,525	$629,956	$3,800,118	$3,170,162	16.58%
Other Revenue	$230	$9,682	$4,000	($5,682)	242.05%
Total Revenues	**$309,755**	**$639,638**	**$3,804,118**	**$3,164,480**	**16.81%**
Expenditures					
Salaries	$95,886	$181,791	$1,255,828	$1,074,037	14.48%
Fringe Benefits	$31,344	$61,002	$542,132	$481,130	11.25%
Travel/Training	-	-	$1,000	$1,000	0.00%
Supplies	$14,150	$29,601	$268,100	$238,499	11.04%
Purchased Services	$25,466	$57,962	$578,799	$520,837	10.01%
Interdepartment Charges	$15,321	$30,919	$189,188	$158,269	16.34%
Depreciation	$29,867	$59,733	$358,400	$298,667	16.67%
Debt Service	$51,913	$51,913	$93,000	$41,087	55.82%
Other Expenses	$6,152	$20,757	$429,785	$409,028	4.83%
Total Operating Expenditures	**$270,099**	**$493,678**	**$3,716,232**	**$3,222,554**	**13.28%**
Capital Outlay					
Equipment & Furniture	$3,401	$44,997	$49,000	$4,003	91.83%
Buildings & Land	$18,100	$18,100	$115,000	$96,900	15.74%
Contra	-	-	($164,000)	($164,000)	0.00%
Total Capital Outlay	**$21,501**	**$63,097**	**-**	**($63,097)**	**0.00%**
Total Expenditures	**$291,600**	**$556,775**	**$3,716,232**	**$3,159,457**	**14.98%**
Other Finance Uses	-	-	$87,886	$87,886	0.00%
Net Other Financing Sources/Uses	**-**	**-**	**$87,886**	**$87,886**	**0.00%**
Net Increase (Decrease)	**$18,155**	**$82,863**	**-**	**($82,863)**	**0.00%**

Equity:

Attachment: Campus Feb 2025 (Lasata Campus Monthly Reports)

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **March 25, 2025**
DEPARTMENT: **Veterans Service**
DIRECTOR: **Kevin Johnson**
PREPARER: **Kevin Johnson**

Agenda Summary Veterans Services Report

ATTACHMENTS:

- 2025 Ozaukee County Committee Report. PnL Actual to Amended Budget.FEB (PDF)

HEALTH AND HUMAN SERVICES COMMITTEE

Ozaukee County Committee Report

General Fund Veterans Services

For the Two Months Ending Friday, February 28, 2025

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2025 YTD Actual	2025 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	-	$28,000	$28,000	0.00%
Public Charges for Services	-	$500	$1,500	$1,000	33.33%
Interest Revenue	-	$89	$300	$211	29.67%
Total Revenues	**-**	**$589**	**$29,800**	**$29,211**	**1.98%**
Expenditures					
Salaries	$13,679	$26,076	$175,399	$149,323	14.87%
Fringe Benefits	$5,356	$10,664	$64,318	$53,654	16.58%
Travel/Training	$1,628	$1,728	$10,450	$8,722	16.54%
Supplies	$634	$7,470	$1,600	($5,870)	466.88%
Purchased Services	$266	$531	$1,790	$1,259	29.66%
Interdepartment Charges	$654	$1,348	$9,233	$7,885	14.60%
Grants	-	-	$5,000	$5,000	0.00%
Other Expenses	-	-	$7,500	$7,500	0.00%
Total Operating Expenditures	**$22,217**	**$47,817**	**$275,290**	**$227,473**	**17.37%**
Capital Outlay					
Total Expenditures	**$22,217**	**$47,817**	**$275,290**	**$227,473**	**17.37%**
Net Increase (Decrease)	**($22,217)**	**($47,228)**	**($245,490)**	**($198,262)**	**19.24%**

Equity:

Attachment: 2025 Ozaukee County Committee Report. PnL Actual to Amended Budget.FEB (Veterans Services Report)

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **March 25, 2025**
DEPARTMENT: **County Clerk**
DIRECTOR: **Kellie Kretlow**
PREPARER: **Kellie Kretlow**

Agenda Summary Public Health Report

ATTACHMENTS:

- Public Health report (PDF)

HEALTH AND HUMAN SERVICES COMMITTEE

Ozaukee County Committee Report

Special Revenue Fund Public Health

For the Two Months Ending Friday, February 28, 2025

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2025 YTD Actual	2025 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	$43,392	$86,784	$520,702	$433,918	16.67%
Intergovernmental Revenues	($466,088)	-	$1,263,655	$1,263,655	0.00%
Public Charges for Services	$50	$426	$28,500	$28,074	1.49%
Intergovernmental Charges	-	$195,265	$866,060	$670,795	22.55%
Interdepartmental Charges	$1,667	$3,333	$20,000	$16,667	16.67%
Licenses & Permits	$9,034	$16,193	$530,000	$513,807	3.06%
Other Revenue	$158	$199	$500	$301	39.80%
Total Revenues	**($411,787)**	**$302,200**	**$3,229,417**	**$2,927,217**	**9.36%**
Expenditures					
Salaries	$148,453	$278,114	$2,003,173	$1,725,059	13.88%
Fringe Benefits	$62,808	$121,963	$695,918	$573,955	17.53%
Travel/Training	$1,921	$3,418	$74,530	$71,112	4.59%
Supplies	$4,858	$6,181	$124,319	$118,138	4.97%
Purchased Services	$20,837	$22,529	$166,600	$144,071	13.52%
Interdepartment Charges	-	$297	$9,500	$9,203	3.13%
Other Expenses	$6,840	$8,561	$155,377	$146,816	5.51%
Total Operating Expenditures	**$245,717**	**$441,063**	**$3,229,417**	**$2,788,354**	**13.66%**
Capital Outlay					
Total Expenditures	**$245,717**	**$441,063**	**$3,229,417**	**$2,788,354**	**13.66%**
Net Increase (Decrease)	**($657,504)**	**($138,863)**	**-**	**$138,863**	**0.00%**

Equity:

Attachment: Public Health report (Public Health Report)

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **March 25, 2025**
DEPARTMENT: **Administrator**
DIRECTOR: **Jason Dzwinel**
PREPARER: **Jason Wittek**

Agenda Summary Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit Center - FFP

BACKGROUND INFORMATION: Please find attached the Subrecipient Agreement between Ozaukee County and the Ozaukee NonProfit Center, Inc. (ONC) for your review/approval. Ozaukee County accepted the $748,500 Flexible Facilities Program 2024 grant at the October 22, 2024 HHS meeting. Ozaukee County will be the grantee and the ONC will be the subgrantee which will implement the construction by renovating the existing Ozaukee Nonprofit Center, to redevelop underutilized spaces into meeting rooms and workstations; and installation of high-speed internet and digital connectivity equipment that enables work, education, and health monitoring, including the following:

- Renovation of approximately 4,396 square feet of existing building, including the spaces for approximately 3 classrooms; 1 multi-purpose space, workstations room/education center; 2 telemedicine rooms; and 1 eco-wellness space

- Installation of broadband/high-speed internet for public use, which meets or exceeds the FFP standards in Attachment F of this agreement.

- Purchase and installation of approximately 4 desktop computers; 13 laptop computers; 3 printers; 6 other computer equipment types such as OWL video conferencing and Hi-Def computer cameras; 10 other digital technology connectivity items/equipment such as WiFi extenders, screen, projector, and sound board for public use.

- Completion of architectural, engineering and grant administration required to complete the project.

Attached is the subrecipient agreement, which has been reviewed and approved by ONC.

ANALYSIS: The County Administrator's Office has used this subrecipient agreement template for two previous nonprofits, to ensure the County's liability is safeguarded through the subgrantee agreement.

The subgrantee agreement will detail all aspects of grant administration and facility operations. Including terms on:

- Administering and documenting the FFP Grant and adherence to the project budget

- Reporting and Performance Monitoring:
    - Grant financial reporting requirements
    - Operational and ongoing financial reporting
    - Annual audit requirements
- Insurance and Bonding requirements
- A requirement to operate the facility improvements for 5 years following the initial grant "performance period"

The Subrecipient Agreement requires that the ONC, "shall maintain and sustain the services and access funded with the grant award for at least five years after October 31, 2026, to fulfill the grant sustainability requirement." Which ensures that the improvements are available until October 31, 2031.

FISCAL IMPACT:

Balance Current Year: $748,500 Next Year's Estimated Cost:

FUNDING SOURCE:

County Levy: $0 Non-County Levy: $748,500 Indicate source: Flexible Facilities Program through the American Rescue Plan Act's Capital Projects Fund

RECOMMENDED MOTION: Approve Subrecipient Agreement between Ozaukee County and the Ozaukee Nonprofit Center, Inc.

ATTACHMENTS:

- ONC Subgrantee_FINAL_3-17-2025 (DOC)
- Attachments A-G Subrecipient (DOCX)

HEALTH AND HUMAN SERVICES COMMITTEE

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN OZAUKEE COUNTY
AND
OZAUKEE COUNTY NONPROFIT CENTER
FOR
FFP 2024

THIS SUBRECIPIENT AGREEMENT, entered as of the date of the last party to sign and date below, by and between OZAUKEE COUNTY (herein called the "Grantee") and OZAUKEE NONPROFIT CENTER, INC. (herein called the "Subrecipient").

WHEREAS, the United States Department of Treasury has funded the Flexible Facilities Program (FFP) through the American Rescue Plan Act's Capital Projects Fund;

WHEREAS, Wisconsin is using part of its' allocation from the Capital Projects Fund for the FFP, which provides grants to local and tribal governments for the purposes of enabling work, education, and healthcare monitoring, including remote options, in public libraries, community centers, and multi-purpose community facilities to address the needs of residents;

WHEREAS, the DOA's Division of Energy, Housing and Community Resources (DEHCR) will be administering the FFP;

WHEREAS, the Grantee has applied for an FFP grant, and the State has approved an award to the Grantee to receive funds from the FFP program in the amount of $748,500.00 for eligible activities (the Grant);

WHEREAS, the Grantee has entered into a Grant Agreement with the State's Department of Administration dated February 28, 2025 (Grant Agreement);

WHEREAS, pursuant to the Grant Agreement, Grantee is authorized to use the FFP grant funds for those eligible activities described in Attachment A, Scope of Services (the "Scope of Services");

WHEREAS, the Subrecipient is a 501(c)(3) multi-faceted nonprofit organization with an event and collaborative workspace that offers services and support for other local nonprofits. The Facility enables nonprofit organizations a place to connect and collaborate while focusing on the needs of the community;

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in so utilizing such funds by entering into this Subrecipient Agreement (Agreement).

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a Flexible Facilities Program grant FY 2021 American Rescue Plan Act (ARPA) Capital Projects Fund in a manner satisfactory to the Grantee

Attachment: ONC Subgrantee_FINAL_3-17-2025 (Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit

and consistent with any standards required as a condition of providing these funds, including all such terms and conditions of the Grant Agreement, a copy of which the Subrecipient acknowledges receiving and reviewing. Such program is described in Attachment A, Scope of Services, which is incorporated herein by reference and will include activities eligible under FFP. Changes to the Scope of Services shall be by written agreement of both the Grantee and Subrecipient.

B. Staffing

The Subrecipient shall supply or provide for all the necessary personnel, equipment and materials to accomplish the tasks set forth in the attached Scope of Services and Budget.

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards. Substandard performance as determined by the Grantee in its sole discretion will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

Additional information on what the Grantee may monitor is included in Attachment A-G, which is incorporated herein by reference.

II. TIME OF PERFORMANCE

The Grant Agreement provides that performance may begin effective October 7, 2024. Accordingly, Scope of Services of Subrecipient shall start on October 7, 2024 and end on October 31, 2026. Additionally, the subrecipient shall maintain and sustain the services and access funded with the Grant Award for at least five years after October 31, 2026, to fulfill the grant sustainability requirement. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of FFP funds or other FFP assets, including program income. The term of this Agreement and the provisions herein may be further extended by mutual agreement in writing to cover any additional time period consistent with the Grant requirements. Such extension may be based upon remaining initial funding under this Agreement or funding which Subrecipient remains in control of from FFP funds or other FFP assets, including program income. A schedule of performance is shown on Attachments A-G, which his incorporated herein by reference.

III. BUDGET

The budget is attached as Attachment B, Budget, which is incorporated herein by reference. Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content reasonably prescribed by the Grantee. Any amendments to the budget shall be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

Attachment: ONC Subgrantee_FINAL_3-17-2025 (Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit

Attachment: ONC Subgrantee_FINAL_3-17-2025 (Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown on the Budget at Attachment B. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III, herein, or otherwise in accordance with the Budget if no such specified line items budgets are identified, and in accordance with performance monitoring, as well as the timing and terms pursuant to Paragraph II, and as shown on Attachment A, Scope of Work.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

Payments to subrecipient are contingent upon receipt of appropriate funds by Grantee pursuant to the Grant Agreement. Federal funds under the Grant Agreement are provided by the U.S. Department of Treasury, Capital Projects Fund, Flexible Facilities Program, and are subject to the continued availability of funding from the U.S. Department of Treasury.

V. NOTICES

Except as otherwise provided herein (e.g. for Subrecipient notices of termination), notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications underB this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
Jason Dzwinel Title: County Administrator Ozaukee County Address: 121 W. Main Street Port Washington, WI 53074 262.284.9411 Email: jdzwinel@ozaukeecounty.gov	Carissa Barnes Title: Chief Executive Officer Ozaukee County Nonprofit Center, inc. 2360 Dakota Drive Grafton, WI 53024 262.376.5272 Email: carissa@oznc.org

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including Section 604 of the Social Security Act, as amended by section 9901 of American Rescue Plan Act of 2021("ARPA") to be used for the purposes specified in the ARPA. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

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Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the Scope of Services called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify, defend, and hold harmless Grantee, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the willful misconduct of personnel employed by the Grantee. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Grantee. Subrecipient shall reimburse the Grantee for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless the Grantee under this Agreement and for any reasonable attorney fees incurred by Grantee to enforce this provision.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance & Bonding - Generally

Subject to the specific insurance requirements in subparagraph G, below, the Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR §200.326 (Bonding Requirements), 2 CFR §200.310 (Insurance Coverage), and 2 CFR §200.447 (Insurance & Indemnification).

G. Insurance Requirements – Specifically

Prior to commencement of this Agreement, Subrecipient shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Subrecipient, upon request, shall provide a certified copy of the policy or policies.

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's County Administrator.

Without limiting Subrecipient's duty to indemnify, Subrecipient shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000.00 per occurrence.

2. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000.00 per occurrence.

H. Grantee Recognition

The Subrecipient shall promote recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Human Services Board of the Grantee. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement, without Subrecipient’s signature, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both Grantee and Subrecipient.

J. Suspension or Termination

In accordance with 2 CFR §§ 200.339 and 200.40, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) any of the following:

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1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA Capital Projects Fund, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect and that Subrecipient fails to correct within seven days after receipt of written notice of such incorrect or incomplete report.

In accordance with 2 CFR 200 Appendix II (B), this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by 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 Grantee determines that the remaining portion of the award Grant will not accomplish the purpose for which the award Grant was made, the Grantee may terminate the award Grant in its entirety.

In the event of termination by the Subrecipient, prior notice shall be required. Specifically, the Subrecipient may terminate this Agreement as described above in this paragraph J only upon delivering advance written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 12 months prior to the effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of Subrecipient's termination.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR §200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR §200.334 (Retention Requirements for Records) and 24 CFR §570.506, that are

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pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the FFP program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with FFP assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the FFP program;
f. Financial records as required by 24 CFR §570.502, and 2 CFR §200.302 and other relevant provisions of 2 CFR 200; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Subrecipient Agreement for a period of seven (7) years from the end of the Performance Period. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to DEHCR in which the activities assisted 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 seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient 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 service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

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

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding

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the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over FFP funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency (including the Wisconsin Department of Administration), and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report on a quarterly basis all program income (as defined at 24 CFR §570.500(a)) generated by activities carried out with FFP funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR §570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. Any indirect costs must be consistent with 2 CFR 200 Appendix II Subpart E – Cost Principles.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for reasonable and actual costs incurred by the Grantee on behalf of the Subrecipient. In no case shall reimbursement payments of eligible expenses exceed Subrecipient's allocation of grant

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funds or shall Grantee be obliged to make payments pursuant to this Agreement from funds other than those received by Grantee pursuant to the Grant Agreement.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as reasonably required by the Grantee.

Subrecipient understands that the Grantee is required to submit quarterly and annual reports to the Wisconsin Department of Administration ("Department"), who is required to submit to the U. S. Department of the Treasury pursuant to the American Rescue Plan Act of 2021. In addition, the Grantee is monitored by the Department who has public transparency obligations and subrecipient monitoring responsibilities under 2 C.F.R. Part 200 (Uniform Guidance).

At the Grantees request, subrecipient shall provide the Grantee with all information necessary to comply with all requirements of the Department and Treasury Department and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from subrecipient necessary for the Grantee to provide the Department to provide relevant and current Title VI information pursuant to 28 C.F.R. Part 42.406 (federal non-discrimination compliance reviews). Subrecipient will also provide the Grantee with all information necessary to accomplish any public transparency reporting or subrecipient monitoring that the Grantee or Department deems necessary.

The Grantee's reporting obligations are further set forth in Attachments A-G, and are made part of the subrecipient agreement, unless more frequent or enhanced reporting is required by Grantee due to an additional condition pursuant to Article 26 of the Grantee Agreement.

D. Procurement

1. Compliance

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR §§ 200.317 to 200.326 – Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, materials, etc.) shall revert to Grantee upon termination of this Agreement.

2. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside Ozaukee County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR §200.475 – Travel Costs.

E. Use and Reversion of Assets

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The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR §200.311(c) and 24 CFR §570.502, §570.503, and §570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any FFP funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet FFP grant objectives for a period of five (5) years following termination of this Agreement. If the Subrecipient fails to use FFP-assisted real property in a manner for that prescribed period of time, the Subrecipient shall either (1) pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-FFP funds for acquisition of, or improvement to, the property; or (2) transfer title for such real property to Grantee. Any such payment shall constitute program income to the Grantee.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the FFP program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-FFP funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Specifically, as further specified in Attachment G, Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement.
Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

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2. Nondiscrimination

In connection with the performance of work under this Subrecipient Agreement, Subrecipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not 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. Except with respect to sexual orientation, subrecipient further agrees to take affirmative action
to ensure equal employment opportunities. subrecipient agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Pursuant to 2019 Wisconsin Executive Order 1, subrecipient agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Additional federal requirements related to non-discrimination are outlined in Attachment G. Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of the Grant Agreement, or the withholding of funds by the Department.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR §570.601 and §570.602. In addition, this Agreement is subject to the reversionary clause contained in Article VIII, Paragraph E.2. above. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, if applicable, the Subrecipient shall cause or require the following covenants or transfer restrictions running with the land to be inserted in the deed or lease for such transfer, and the Subrecipient shall also ensure that the following such covenants or transfer restrictions are inserted in the deed for any real property Subrecipient acquires with the use of funds pursuant to this Agreement before closing and taking title to such property:

(a) A covenant prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants.

(b) A covenant/transfer restriction including a reversionary clause consistent with the terms and conditions found in Article VIII, Paragraph E.2., above.

The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenants and transfer restrictions, and will not itself so discriminate.

The Subrecipient shall obtain advance written approval from Grantee of the specific language of the covenants and transfer restrictions to be included on the deed for any real property acquired by Subrecipient with the use of funds pursuant to this Agreement.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Hiring Practices

1. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. §632). "Minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In accordance with 2 C.F.R. Part 200.321 and Department policy, subrecipient shall take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, disabled veteran-owned businesses and labor surplus area firms are used when possible. Further information regarding this requirement is provided in the implementation materials issued by the Department.

2. Access to Records

Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Grantee, the State of Wisconsin Department of Administration, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the Subrecipient's contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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4. Equal Employment Opportunity Statement

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity employer.

5. Subcontract Provisions

Subrecipient shall include the provisions of Paragraphs X. A, Civil Rights, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for any of the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. §327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. §874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to

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become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR §200.112 and 24 CFR §570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to FFP-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the FFP-assisted activity, or with respect to the proceeds from the FFP-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;

b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It shall require that the language of paragraph (d) 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:

d. Lobbying Certification

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.C. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., §7401, *et seq.*;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., §1251, *et seq.*, as amended, Section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001, *et seq.*), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all FFP-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and

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availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XVI. 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 and federal law and regulations, to the extent applicable. The venue for any dispute shall be Ozaukee County, Wisconsin.

[*Signature page to follow*]

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

GRANTEE: OZAUKEE COUNTY

By:_____
Title: Chief Elected Official or Executive Officer
Date: _____

SUBRECIPIENT: OZAUKEE COUNTY NONPROFIT CENTER, INC.

By:_____
Title:_____
Date: _____

Attest:_____
Title: County Clerk or _____
Date:_____

REVIEWED AS TO FISCAL PROVISIONS:

By:_____
Title: Finance Officer or _____
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Title: Corporation Counsel or _____
Date: _____

Attachment: ONC Subgrantee_FINAL_3-17-2025 (Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit

Attachment: Attachments A-G Subrecipient (Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit Center

ATTACHMENT A

SCOPE OF WORK

In the event of conflict between Grantee's 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.

1. **Scope of Work:**

   Renovating the existing Ozaukee Nonprofit Center, to redevelop underutilized spaces into meeting rooms and workstations; and installation of high-speed internet and digital connectivity equipment that enables work, education, and health monitoring, including the following:

   - Renovation of approximately 4,396 square feet of existing building, including the spaces for approximately 3 classrooms; 1 multi-purpose space, workstations room/education center; 2 telemedicine rooms; and 1 eco-wellness space
   - Installation of broadband/high-speed internet for public use, which meets or exceeds the FFP standards in Attachment F of this agreement.
   - Purchase and installation of approximately 4 desktop computers; 13 laptop computers; 3 printers; 6 other computer equipment types such as OWL video conferencing and Hi-Def computer cameras; 10 other digital technology connectivity items/equipment such as WiFi extenders, screen, projector, and sound board for public use.
   - Completion of architectural, engineering and grant administration required to complete the project.

TIMETABLE

2. **Timetable:**

Due Date	Activity *All documents that are due for submission are to be submitted to Grantee's DEHCR Project Representative unless otherwise noted. The reporting shall be in the format as described in the reporting forms or implementation guidance issued by the Department.*
Prior to Construction and Acquisition	• Execute Grant Agreement. • Establish record keeping system. • Establish financial management system. • Procure architectural/engineering services, if contracting with third-party firm(s) for the services. Maintain executed contract(s) in the FFP project file. • Procure grant administration services, if contracting with a third-party for the services. Submit executed contract to DEHCR. • Enter into an agreement with the subrecipient for the project, if applicable. Maintain the executed subrecipient agreement in the FFP project file.

	• Complete Environmental Report and obtain official approval from DOA-DEHCR Environmental Desk. Submit copy of approval from Environmental Desk to DEHCR Project Representative. • Submit "Notice of Acquisition/Relocation to DEHCR" form if any acquisition (including easements) and/or relocation will be required for the FFP Project. • Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to Project. • Prepare and solicit construction and/or demolition related bids. • Submit detailed bid tabulation summary. • Submit copy of the advertisement for bids with the publisher's affidavit to DEHCR. • Obtain all necessary permits. • Hold pre-construction meeting (pre-construction meeting is optional but strongly recommended). Submit meeting minutes/notes to DEHCR if a pre-construction meeting was held. • Ensure required Project sign is posted at the Project site in accordance with the requirements set forth in the FFP implementation policy materials issued by DEHCR (prior to or within the first week of starting construction).
January 7, 2025	• Submit FFP Quarterly Report and supporting documents for the reporting period of October 1, 2024, through December 31, 2024 (reporting Project activities from the Award Date through December 31, 2024), unless notified by DEHCR of another submission date. This reporting is due regardless of the status of the Grant Agreement execution on the due date.
January 15, 2025	• Submit Single Audit Statement for FY2024 to DEHCR. This Statement is due regardless of the status of the Grant Agreement execution on the due date. • Proceed with arranging for Single Audit for FY2024 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2025, whichever date is *earlier*).
April 7, 2025	• Submit FFP Quarterly Report and supporting documents for the reporting period of January 1, 2025, through March 31, 2025, unless notified by DEHCR of another submission date. • Submit updated Sustainability Plan (for 5-Year Period following Project completion).
July 1, 2025	• Begin Construction.

Attachment: Attachments A-G Subrecipient (Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit Center

July 7, 2025	• Submit FFP Quarterly Report and supporting documents for the reporting period of April 1, 2025, through June 30, 2025, unless notified by DEHCR of another submission date.
September 30, 2025	• Complete Single Audit and submit Single Audit Report for FY2024 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2024 (submit within 30 days of Single Audit completion or September 30, 2025, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.
October 7, 2025	• Submit FFP Quarterly Report and supporting documents for the reporting period of July 1, 2025, through September 30, 2025, unless notified by DEHCR of another submission date.
January 7, 2026	• Submit FFP Quarterly Report and supporting documents for the reporting period of October 1, 2025, through December 31, 2025, unless notified by DEHCR of another submission date.
January 15, 2026	• Submit Single Audit Statement for FY2025 to DEHCR. • Proceed with arranging for Single Audit for FY2025 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2026, whichever date is *earlier*).
April 7, 2026	• Submit FFP Quarterly Report and supporting documents for the reporting period of January 1, 2026, through March 31, 2026, unless notified by DEHCR of another submission date.
July 7, 2026	• Submit FFP Quarterly Report and supporting documents for the reporting period of April 1, 2026, through June 30, 2026, unless notified by DEHCR of another submission date.
September 30, 2026	• Complete all Construction Activities. • End of Construction Period. ***No construction expenses incurred after this date.*** • Complete Single Audit and submit Single Audit Report for FY2025 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2025 (submit within 30 days of Single Audit completion or September 30, 2026, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.
October 7, 2026	• Submit FFP Quarterly Report and supporting documents for the reporting period of July 1, 2026, through September 30, 2026, unless notified by DEHCR of another submission date.

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October 31, 2026	• Submit Final FFP Payment Request and supporting documents. • Submit Project Completion Report and supporting documents for the period of October 1, 2026, through October 31, 2026.
Within 30 Days of Receipt of Final FFP Payment	• Submit Financial Certification of Completion and supporting documentation.
January 7, 2027	• Submit Final Program Income Report.
January 15, 2027	• Submit Single Audit Statement for FY2026 to DEHCR. • Proceed with arranging for Single Audit for FY2026 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2027, whichever date is *earlier*).
September 30, 2027	• Complete Single Audit and submit Single Audit Report for FY2026 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2026 (submit within 30 days of Single Audit completion or September 30, 2027, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.

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ATTACHMENT B

BUDGET

In the event of conflict between the Grantee's 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.

Project	Grant Award	Grantee Match Amount	Total
Ozaukee Nonprofit Center Renovation & Digital Technology Installation	$748,500.00	$0.00	**$748,500.00**

Grantee Match:
No minimum amount of match funding is required for the Grantee to receive the full Grant Award. Grantee costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement cannot be claimed as Grantee match.

Engineering/Architectural Costs:
Eligible engineering/architectural costs for the purposes of this Agreement to be paid with the Grant Award shall not exceed the amount designated on the FFP Payment Request form. Any engineering/architectural costs exceeding the designated amount shall be borne by the Grantee.

Administrative Costs:
Eligible administration costs for the purposes of this Agreement to be paid with the Grant Award shall not exceed the amount designated on the FFP Payment Request form. Any administration costs exceeding the designated amount shall be borne by the Grantee.

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ATTACHMENT C

SOURCE OF FUNDS

Program Name: The United States Government, through the American Rescue Plan Act of 2021, has established the Capital Projects Fund through the U.S. Department of Treasury, and has awarded funds the State of Wisconsin to implementation of the Flexible Facilities Program, subject to certain conditions.

CFDA #: The CFDA Number for the FFP is 21.029.

Federal Award Identification Number (FAIN): CPFFN0201

Federal Award Date: October 6, 2022

Total Amount of the Federal Award: $189,354,516.00

Amount of Federal Funds Obligated by this Award: (Budget Amount)

Funding Source:
The funds awarded under this Agreement have been encumbered and are subject to continued availability of funding from the U.S. Department of Treasury.

The contact information for the federal awarding official is:
U.S. Department of Treasury
Office of Recovery Programs
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Phone: (844) 529-9527
Email: CapitalProjectsFund@treasury.gov

The contact information for the pass-thru agency official is:
David Pawlisch, Division Administrator

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

Phone: (608) 261-7538
David.Pawlisch@wisconsin.gov

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ATTACHMENT D

METHOD OF PAYMENT

The Department shall make payment via the method of the Department's discretion. The method of payment will either be via Automated Clearing House (ACH) or mailed check.

FFP Funds:
FFP funds awarded through this Agreement shall be released upon submission of required reporting. Request for final payment of any and all funds awarded by this Agreement must be received by the Department as set forth in the Timetable in Attachment A.

10% of the total grant award, up to a maximum of $25,000.00, will be withheld from disbursement until the Grantee successfully completes the Project and submits Project completion documentation. The Department must approve the Project Completion Report for the Project to be considered complete.

Upon receipt by the Department of all required documents, Grantee may request Grant Award funds under this Agreement. The Grantee must comply with the payment request requirements issued by the Department, including as described in the Program Implementation Handbook. Invoices that the Grantee incurs do not have to be paid before the Department disburses grant funds to the grantee. Grantee may submit invoices as supporting documentation with the submission of grant payment requests/drawdowns and the Department will pay the grantee so they can pay the invoice.

The Department is not responsible for Grantee's disbursement of funds to contractors, sub-grantees and/or other creditors.

Project Funds:
Project funds will be disbursed pursuant to the Budget described in Attachment B. The Grantee is responsible for requesting all payments in accordance with requirements issued by the Department, including as described in the Department's Program Implementation Handbook.

Administrative Funds:
FFP administrative funds are to be disbursed pursuant to the Budget described in Attachment B and according to the requirements issued by the Department, including as described in the Department's Program Implementation Handbook.

Matching Funds:
Grantee costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement shall not be reported as Grantee match.

ATTACHMENT E

REPORTING REQUIREMENTS

The Grantee agrees to follow the reporting procedures of the Department as specified in this Agreement, any published Program Implementation policy materials, and any subsequent revisions, which include but not limited to:

Reporting format:
The reporting shall be in the format as described in the reporting forms issued by the Department.

Quarterly Reporting:
Quarterly Reports for the reporting periods of January 1st through March 31st, April 1st through June 30th, July 1st through September 30th and October 1st through December 31st shall be submitted during the Performance Period and are due per the Timetable in Attachment A. Reporting must be in the format specified in the implementation policy materials and FFP Quarterly Report form issued by the Department.

Single Audit Reporting:
The Grantee shall submit a Single Audit Statement letter advising the Department of whether or not a Single Audit will be performed. The Single Audit Statement letter shall be submitted each calendar year during the Performance Period and thereafter until this Agreement has been closed out, and is due per the Timetable in Attachment A. If a Single Audit is required for a calendar year, then the Single Audit Report shall be submitted in accordance with the Timetable in Attachment A.

Labor Standards Reporting:
Grantees are subject to the Contract Work Hours and Safety Standards Act (CWHSSA), Fair Labor Standards Act (FLSA), and fair labor practices and must provide documents upon request for monitoring and must report contracting activities in accordance with the requirements in the implementation policy materials and FFP Quarterly Report Form issued by the Department.

Equal Opportunity Reporting:
Grantee shall submit equal opportunity data reporting in accordance with the requirements in the implementation policy materials and FFP Quarterly Report Form issued by the Department.

Project Completion Report:
The "Project Completion Report" and supporting documents must be submitted no later than 31 days after the Construction End Date as listed in the Timetable in Attachment A. The report shall be in the format specified in the implementation materials and Program Completion Report Form issued by the Department. It will require, at minimum, a summary of Program performance compared to Program goals and use of Program Income.

Attachment: Attachments A-G Subrecipient (Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit Center

Financial Certification of Completion:
The Financial Certification of Completion and supporting documents must be submitted no later than thirty (30) days after the Grantee receives the final FFP payment, in the format specified in the implementation policy materials and Financial Certification of Completion Form issued by the Department.

Additional Reports and Information:
The Department reserves the right to amend and/or require additional information or reports as needed.

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ATTACHMENT F

ADDITIONAL FLEXIBLE FACILITES PROGRAM RULES

The Grantee shall comply with the additional program rules as follows:

1. **DEPARTMENT POLICIES AND PROCEDURES**
   The Grantee agrees to follow all policies and procedures of the Department including, but not limited to those outlined in the Grant Announcement, the implementation policy materials issued by the Department.

   The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the Flexible Facilities Program and agrees to follow any such additions or revisions to its policies and procedures.

2. **AMENDMENT**
   Amendment requests by Grantee should be made to the Department in writing. The Grantee understands that the Department will not entertain a request for an amendment within thirty (30) days of the end of this Agreement.

3. **ADMINISTRATIVE STAFF**
   The Grantee shall maintain a staff sufficient to administer this Agreement and the activities and requirements arising therefrom. All records pertaining to this Agreement shall be kept at the Grantee's official place of business or at the office of the Grantee's administrator of this Agreement during the Performance Period. However, at completion of the Project all records shall be in the possession of the Grantee and maintained at the Grantee's official place of business. All executed contracts for the administration of this Agreement must be submitted to the Department.

4. **MONITORING**
   The Grantee will be monitored by the Department at least once during the Performance Period of this Agreement. Grantees may undergo monitoring on-site at the Grantee's office or the Grantee will be asked to submit documentation to the Department for a desk monitoring session.

5. **ENVIRONMENTAL PROTECTION**
   The Grantee is subject to environmental compliance requirements as outlined in this Agreement. Grantee shall also comply with the requirements set forth in the FFP Environmental Report Template and FFP implementation policy materials issued by the Department.

6. **BROADBAND**
   As further outlined in Section 21 of Attachment G, Grantee agrees to ensure broadband service, meeting or exceeding 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and scalable to a minimum of 100 Mbps symmetrical for download and upload speeds, is provided to the public at the FFP project site.

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7. LABOR STANDARDS

The Grantee shall comply with the fair labor practices specified in the Grant Agreement, the Grant Announcement, and implementation policy materials issued by the Department.

8. ACQUISITION/RELOCATION

With respect to the acquisition of real property, the Grantee shall:

- Comply with Ch. 32, Wis. Stats., and related administrative rules issued by the Wisconsin Department of Administration.
- Comply with the Uniform Relocation Assistance and Real Property Acquisition (URA) Policies Act of 1970, as amended, and the Wisconsin Department of Transportation Implementing Instructions related to 49 C.F.R. Part 24.
- Comply with the requirements in the Acquisition and Relocation implementation policy materials issued by the Department.
- All proceeds derived from the disposition of real property acquired with FFP funds shall be treated as Program Income as described within this Agreement.

9. PROCUREMENT

Competitive procurement is required unless the purchase or contract qualifies as a micro-purchase under the provisions of 2 C.F.R. Part 200.320(a)(1) or it is approved for non-competitive procurement by the Department under the provisions of 2 C.F.R. Part 200.320(c). Non-competitive/sole source procurement requests for purchasing and/or contracting (other than micro-purchases) will be reviewed by the Department on a case-by-case basis. Grantees may complete and submit a request form following the procedure as laid out in the Program Implementation Handbook to make a request for non-competitive procurement of professional services.

Construction activities and equipment/material/supply purchases and installation must be completed no later than September 30, 2026. Grant administration and other professional services for the project (direct costs, not indirect costs) may be eligible depending upon the timing of when the costs were incurred, the amount of costs (limits apply to grant administration), and compliance with Program procurement and contracting requirements.

10. LOBBYING

The Grantee shall comply with Public Law 104-65 Lobbying Disclosure Act by maintaining signed copies of a 'Lobbying Certification', and 'Disclosure of Lobbying Activities,' if applicable, for all applicable contractors, using the forms issued by the Department. Grantee shall also comply with the lobbying requirements outlined in Attachment G.

11. PROGRAM INCOME

"Program Income" means gross income received by the Grantee directly generated from the use of the Grant Award including, but not limited to, the following:

a. repayments of funds that had been previously provided to eligible beneficiaries;
b. interest earned on any or all Grant Award funds obtained from the Department;

c. proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the FFP and U.S. Department of Treasury Capital Projects Fund. Program Income must be reported to the State on a quarterly basis using the quarterly reporting form issued by the Department through December 31, 2026.

12. FIVE-YEAR SUSTAINABILITY REQUIREMENT

The Grantee shall maintain and sustain the services and access funded with the Grant Award for at least five years after the completion of the proposed project. This includes use of the building (as outlined in Section 22 of Attachment G).

Attachment: Attachments A-G Subrecipient (Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit Center

ATTACHMENT G

FEDERAL COMPLIANCE REQUIREMENTS for CAPITAL PROJECTS FUND

Grantee agrees to comply with the requirements of section 604 of the Social Security Act (the Capital Projects Fund Statute), as added by section 9901 of the American Rescue Plan Act of 2021, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations. Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

A. Federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

8. Generally applicable environmental laws and regulations, see DEHCR's Environmental Checklist available on the FFP webpage.

In addition, Grantee agrees:

Attachment: Attachments A-G Subrecipient (Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit Center

a. Pursuant to 2 C.F.R. Part 200.323, Grantee represents and warrants that in its performance under the Agreement, Grantee shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

b. If this is a contract or sub-grant in excess of $150,000, Grantee must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with the Grant Award. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Grantee or DOA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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10. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

11. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Agency should encourage its employees, grantees, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."

13. Assurances of Compliance with Civil Rights Requirements.

    a. As a condition of receipt of federal financial assistance under this MOU, Grantee provides the following assurances with respect to the operation of its Program:

        i. Grantee will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

        ii. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.

        iii. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities.

Attachment: Attachments A-G Subrecipient (Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit Center

As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

iv. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

v. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances a-d above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Grantee and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

b. Grantee shall cooperate with DOA in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Agency shall comply with information requests, on-site compliance reviews and reporting requirements.

Attachment: Attachments A-G Subrecipient (Review/Approve Suprecipient Agreement between Ozaukee County and Ozaukee Nonprofit Center

c. Grantee shall maintain a complaint log and inform DOA so it can inform the Treasury Department of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

d. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.

e. If the Grantee makes sub-awards to other agencies or other entities, Grantee is responsible for ensuring that subawardees also comply with Title VI and other applicable authorities covered in this document. Grantee must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subawardees.

14. Except as otherwise provided under 41 C.F.R. Part 60, Grantee shall include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R., 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" in all contracts financed in whole or in part with the grant award that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3.

15. If the amount of the award under this Agreement is greater than $100,000.00 the undersigned official(s) certifies that to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee 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.

b. 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, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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c. Grantee 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.

16. All contracts made by Grantee under a federal award, as applicable must contain the contract provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, Grantee must ensure that all contracts in excess of $10,000 address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. Part 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

18. Domestic Preferences in Procurement. Grantee will provide a preference for the procurement or use of goods, products, or materials produced in the United States as described in 2 C.F.R. Part 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers (January 25, 2021).

19. Federal Interest and Insurance. Grantee agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using award funds will be used for the purpose and in the manner described in the approved Grant Plan or Program Plan, subject to the Guidance, the requirements of 2 C.F.R. Part 200.310, Insurance, 2 C.F.R. Part 200.311, Real Property, 2 C.F.R. Part 200.313, Equipment, 2 C.F.R. Part 200.314 Supplies, 2 C.F.R. Part 200.315, Intangible Property, as applicable, and any other restriction Treasury may impose as a condition to approving the State's Application.

20. Use of Buildings. Grantee agrees that any buildings constructed or improved using award funds to jointly and directly enable work, education, and health monitoring will be used for all three of these purposes for a period of at least five years after completion of the construction of or improvement to such a building.

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21. Labor.

a. Mechanics & Laborers. Where applicable, all contracts awarded by the Grantee financed in whole or in part with the Grant Award in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

b. Fair Wages. The Grantee must ensure fair wages are paid to workers in the laborer or mechanic job classification for construction. They must be paid wages and benefits in accordance with the FFP requirements. If the laborer or mechanic is a member of a collective bargaining agreement, the laborer or mechanic shall be paid wages and benefits in accordance with the collective bargaining agreement. If the laborer or mechanic is an apprentice, they shall be compensated according to the provisions of their Federal or State recognized apprenticeship documentation. If the laborer or mechanic is not a member of a collective bargaining agreement and not an apprentice in Federal or State recognized apprenticeship program, they shall be paid wages and benefits in accordance with whichever is the higher of their regular hourly wage and fringe benefits rate for other similar work they perform for the contractor, or an hourly wage and fringe benefits rate no less than the hourly rate specified in Federal Executive Order 14026 for federally assisted contracts, which is updated annually. The Grantee shall collect and review all contractors' payroll records for the weeks they work on the FFP project, and related fringe benefits documentation, for fair labor practices compliance monitoring, and ensure findings of non-compliance are resolved.

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Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **March 25, 2025**
DEPARTMENT: **Human Services**
DIRECTOR: **Brad Mueller**
PREPARER: **Brad Mueller**

Agenda Summary HS/Aging/ADRC Financial Report - Feb 2024

ATTACHMENTS:

- HSAgingADRCCommRptFeb25 (PDF)

HEALTH AND HUMAN SERVICES COMMITTEE

Ozaukee County Committee Report

Human Services with ADRC and Aging Service

For the Two Months Ending Friday, February 28, 2025

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2025 YTD Actual	2025 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	$424,958	$849,916	$5,099,498	$4,249,582	16.67%
Intergovernmental Revenues	$128,916	$191,639	$9,279,242	$9,087,603	2.07%
Public Charges for Services	$103,078	$147,015	$3,078,208	$2,931,193	4.78%
Interdepartmental Charges	-	-	$9,546	$9,546	0.00%
Other Revenue	$5,344	$5,344	$30,700	$25,356	17.41%
Total Revenues	**$662,296**	**$1,193,914**	**$17,497,194**	**$16,303,280**	**6.82%**
Expenditures					
Salaries	$554,946	$1,046,111	$6,590,436	$5,544,325	15.87%
Fringe Benefits	$204,232	$405,968	$2,527,223	$2,121,255	16.06%
Travel/Training	$5,099	$10,858	$140,050	$129,192	7.75%
Supplies	$4,523	$5,536	$148,992	$143,456	3.72%
Purchased Services	$399,254	$528,034	$6,618,239	$6,090,205	7.98%
Interdepartment Charges	$40,288	$82,229	$531,371	$449,142	15.47%
Grants	$12,750	$25,500	$174,600	$149,100	14.60%
Other Expenses	$5,136	$11,736	$766,284	$754,548	1.53%
Total Operating Expenditures	**$1,226,228**	**$2,115,972**	**$17,497,195**	**$15,381,223**	**12.09%**
Capital Outlay					
Total Expenditures	**$1,226,228**	**$2,115,972**	**$17,497,195**	**$15,381,223**	**12.09%**
					9220580
Net Increase (Decrease)	**($563,932)**	**($922,058)**	**($1)**	**$922,057**	**0.00%**

Equity:

Attachment: HSAgingADRCCommRptFeb25 (HS/Aging/ADRC Financial Report - Feb 2024)