

2010 - 2011

**NOMINEE AGENCY CONTRACT
BETWEEN THE WISCONSIN DEPARTMENT OF
WORKFORCE DEVELOPMENT
DIVISION OF VOCATIONAL REHABILITATION AS THE
DESIGNATED STATE LICENSING AGENCY
UNDER THE RANDOLPH SHEPPARD ACT
AND THE RANDOLPH-SHEPPARD VENDORS OF
WISCONSIN, A STATE AFFILIATE OF THE RANDOLPH-
SHEPPARD VENDORS OF AMERICA**

Section I. (Parties)

This is a contract between the Department of Workforce Development (DWD), Division of Vocational Rehabilitation (DVR), as the designated State Licensing Agency (hereinafter, "SLA" or "DWD/DVR"), legally empowered to contract for the Nominee Agency services in accordance with 34 CFR §§ 361 and 395, et.seq and ss. 47.03 (4), (Wis. Stats.) and the Randolph-Sheppard Vendors of Wisconsin (hereinafter "RSVW" or "Nominee Agency"), a state affiliate of the Randolph-Sheppard Vendors of America, a not for profit, tax exempt corporation registered with the Internal Revenue Service under section 501 (c) (3) of the Internal Revenue Code.

Section II. Nature and Purpose

WHEREAS, DWD/DVR has been designated by the Secretary, United States Department of Education, as the State Licensing Agency (SLA) for the State of Wisconsin pursuant to the Randolph-Sheppard Act, and the SLA is responsible for the administration of the Wisconsin Business Enterprise Program (WBEP) blind facility vending program in the State of Wisconsin; and

WHEREAS, DWD/DVR has had a contract since 2004 with the current Nominee Agency, to perform day to day management services necessary to the establishment, operation, maintenance, facility development, and improvement of the blind vending facility program in the State of Wisconsin; and

WHEREAS, RSVW has represented to DWD/DVR that it is capable and demonstrated the expertise, capacity, and deliverables to provide the payroll, accounting, vending facility purchasing after receiving approval from DVR, facility development, repair and replacement, maintenance and in-service training provided on a systematic basis to support and improve the vending facilities operated by blind vendors in Wisconsin; and

WHEREAS, it is in the interest of the DVR to provide, through a Nominee Agency contract, an economical and efficient administration of the blind vending facility program in the State;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto, as follows:

Section III. Scope of Services

- A. RSVW agrees: subject to the availability of funds and personnel:**
 - 1. Management: To undertake the day-to-day management and operation of the vending facility program.**

- a. Provide onsite monitoring, field reports and net profit improvement plans for all BEP operations while increasing self-sufficiency for those providing the minimum return of set-aside.**
- b. Operate vending, snack bar and cafeteria locations in the absence of a blind operator until a location can be bid out by SLA; providing, monthly financial and accounting reports to SLA Point of Contact (POC); however, the Nominee Agency shall not operate an unprofitable location for more than six months.**
- c. Monitor self-employment allowable expenses for all operators and that set-aside funds that are received by the Nominee Agency are deposited in the account of the DWD/DVR/SLA on a monthly basis upon three business days of receipts.**
- d. Prepare an annual budget for WBEP projected revenue and expenditures to the DVR POC by May 15, 2010 and May 15, 2011.**
- e. Provide quarterly updates each October 15th, January 15, and April 15 the revenue projections and revisions to the purposed budget to the DVR POC.**
- f. Provide monthly financial reports comparing budget revenues, by designated uses, to actual expenditures by the 5th of the following month to the DVR POC.**

- g. Provide DVR POC relevant and timely information that shall enable the SLA to maintain (or cause to be maintained) all vending facility equipment in good repair and in attractive condition.**
- h. Provide the DVR POC relevant and timely information that shall enable the SLA to replace or cause to be replaced worn out and obsolete equipment as required to ensure the continued successful operation of the facility.**
- i. Provide technical and program assistance to increase profitability of blind operators who are making minimum set-aside payments and below average earnings of all thru net profit improvements to blind vendors in the State of Wisconsin.**
- j. Submit to DVR POC monthly vendor profit and loss statements.**
- k. Provide DVR POC a highway vending report on March 15, 2011.**
- l. Provide DVR POC additional information as it may reasonably request.**
- m. Furnish all labor, supervision, equipment, and materials, as necessary, to manage the Randolph-Sheppard program for DVR.**
- n. Conduct inspection tours to ascertain the success of vending facility operation.**

- c. **Submit monthly financial reports comparing budget revenues, by designated uses, to actual expenditures**
- d. **Provide monthly aging accounts receivable by vendor to DVR POC**

4. Internal Controls: The Nominee Agency shall:

- a. **Assure that set-aside funds and unassigned vending machine income are budgeted, collected and managed for purposes specified in 34 CFR § 395.9 for the setting aside of funds by the State Licensing Agency (SLA), and that such processes are in accordance with the SLA's established uses.**
- b. **Collect monthly set-aside, unassigned vending fees and rent. RSVW shall remit funds within three working days of receipt to the DWD Bureau of Finance, 201 East Washington Ave., Room G400, Madison, WI 53702.**
- c. **File all required federal and state tax forms monthly quarterly, and annually**
- d. **Annually prepare and submit to DVR POC an RSA 15 Report for the Department of Education by November 30, 2011.**
- e. **Implement and maintain a purchasing system for all goods and services, pursuant to a system approved by DVR POC.**
- f. **Provide quarterly asset management reports of replacement of equipment, refurbished vending facilities, and purchase of new**

equipment after receiving prior approval from DVR

- g. Annually, assess the need for, plan and schedule, fall training programs for blind vendors and their employees
- h. Conduct a statewide inventory of vending and facility equipment to meet state audit program asset requirements. The first annual inventory shall be completed by March 31, 2011 and a report thereon shall be provided to DVR POC.

5. Equipment: The Nominee Agency shall:

- a. Maintain (or cause to be maintained) all vending facility equipment in good repair and in attractive condition and shall replace or cause to be replaced worn out and obsolete equipment as required to ensure the continued successful operation of the facility.
- b. Implement and maintain a procurement system for all initial purchases, replacement, maintenance and repair of equipment. Such system must be approved by DVR POC.
- c. Develop and maintain a fixed asset accounting system for all equipment valued over \$5000 for DVR POC approval.
- d. Equipment valued over \$500 but less than \$5000, a list shall be maintained.
- e. Provide written evaluation of requests for equipment replacement to DVR POC

B. DWD/DVR SLA agrees:

1. Compliance with the federal regulations in 34 CFR § 395.15

- a. Clearly ensure the retention by the State Licensing Agency of full responsibility for the administration and operation of all phases of the program;**
- b. Specify the type and extent of the services to be provided under this Nominee Agency agreement**
- c. Provide that no set aside charges will be collected from blind vendors except as specified in such agreement**
- d. The Nominee Agency without the approval of the SLA cannot use set-aside or federal match to purchase new equipment or determine a fair minimum return that will be paid to operators not earning a fair minimum return with set-aside monies.**
- e. Specify that only the State Licensing Agency shall have control with respect to selection, placement, transfer, financial participation and termination of the vendors.**
- f. Only DVR has the authority to determine the preservation, utilization, and disposition of program assets. The Nominee Agency may make recommendations to DVR.**
- g. If the State Licensing Agency permits any agency or organization other than a vendor to hold any right, title to, or interest in**

vending facilities or stock, the arrangement shall be one permitted by State law and shall specify in writing that all such right, title to, or interest is held by such agency or organization as the Nominee Agency of the State Licensing Agency for program purposes and subject to the paramount right of the State Licensing Agency to direct and control the use, transfer, and disposition of such vending facilities or stock.

- h. The DVR method used in evaluating services is the SFY 10-11 work plan (attachment 8)
- i. Remuneration invoices for items ordered, delivered and accepted shall be submitted by Nominee Agency directly for payment and nominee will be paid monthly on the basis of the invoices submitted upon completion and acceptance of the work by DVR as provided in Section VI, paragraph 4 of this contract.

2. Provide DVR staff paid by the State general-purpose revenue funds and federal funds (I-B) until 6/30/11: DVR staff shall:

- a. Ensure that effective programs of vocational and other services, including personal and vocational adjustment, books, tools, and other materials, are provided to blind vendors as vocational rehabilitation services.
- b. Provide the issuance of licenses for an indefinite period, subject to suspension or

termination if, after affording the vendor opportunity for a full evidentiary hearing, if DVR finds that the vending facility is not being operated in accordance with the rules and regulations, the terms and conditions of the permit, and the terms and condition of the agreement with the vendor.

- c. Will meet monthly with Nominee Agency to review progress and outcomes of net profit improvement plans while increasing self-sufficiency of blind vendors measured by profitability and hours of staff support.**
- d. Provide onsite monitoring in accordance with federal regulations and state statutes.**
- e. Establish and maintain, in writing, a BEP Policy and Procedures Manual in active participation with the Elected Committee of Blind Vendors (ECBV).**
- f. Select the location of each new vending operation after input from Nominee Agency. The Nominee Agency shall provide all necessary supervision of the operator and vending stand operation(s) and other business activities.**
- g. Maintain for an indefinite period vendor files as required by state and federal laws**
- h. Perform annual onsite asset management verification**
- i. Perform the initial evaluation on referrals for all new facility development.**

mechanisms related thereto, including administrative reviews, full evidentiary hearings, and arbitrations against Federal property agencies.

- c. Retain exclusive ownership, preservation, utilization, and disposition of all vending facility assets.**

C. Relationship with Business Enterprise Vendors

1. The ECBV will:

- a. Actively participate with the DVR in all major administrative decisions and policy and program development decision affecting the overall administration of the state's Vending Facility Program.**
- b. Receive and transmit grievances to DVR at the request of blind vendors and serve as the advocate for vendors in connection with grievances.**
- c. Actively participate with DVR in the development and administration of the state system for the transfer and promotion of blind vendors.**
- d. Actively participate with DVR in the development of training and retraining programs for blind vendors.**
- e. Sponsor, with the assistance of DVR, meetings and instructional conferences**

for blind vendors within the State of Wisconsin.

Section IV. General Contract Requirements

1. Upon its execution by both parties, this contract shall take effect on July 1, 2010, and shall remain in effect until June 30, 2011 unless it is earlier modified or terminated by the parties, or their successors or assignees, or until and unless modified by operation of law, or by any contract affecting the operation or provisions of this contract. If RSVW satisfactorily performs all the requirements stated in this contract, DWD/DVR may extend this contract after June 30, 2011.

Subject to the availability of funds and the following program requirements:

- a. DVR will use any funds that are allowable for the Business Enterprise Program. RSVW and the SLA will schedule a meeting at the May 2010 Elected Committee of Blind Vendors (ECBV) meeting or no later then prior to June 30, 2010 to negotiate the set aside budget for the proceeding State Fiscal Year.
 - b. RSVW will be provided an advancement of \$38,760 on July 1, 2010 to be reconciled against authorized services and allowable expenses after June 30, 2011.
2. Either party to this agreement may terminate the contract without cause upon ninety (90) days advance notice. If upon termination of this contract RSVW or DWD/DVR no longer desires

to participate in the Randolph-Sheppard vending facility program, or a program of similar nature, all property, real and personal acquired with grant funds provided to RSVW pursuant to this contract shall vest in and become the property of DWD/DVR or its successor, or the State of Wisconsin, after all debts, advances of credit, and other obligations have been repaid.

- 3. Prior to execution of this agreement, RSVW shall submit to DWD/DVR a detailed narrative statement of how it proposes to carry out responsibilities of the contract, and a budget of revenue and expenses expected to be received or incurred to carry out this contract.**
- 4. RSVW agrees to abide by any and all terms of such contract and all attachments, applicable federal and state statutes and rules as a condition of providing the services enumerated in this contract, including, but not limited to, terms relating to the keeping of books and records; submitting to periodic audits; non-discrimination requirements; cancellation provisions; indemnification and hold harmless provisions; performance and fidelity bonding and insurance; lobbying; drug free work environment; and intangible property and copyright provisions.**
- 5. DVR will not provide, and RSVW will not utilize, any offices, space, equipment or facilities, of the State of Wisconsin in carrying out the administrative duties of this contract.**

6. **DWD/DVR and the federal oversight agency have the right to audit the financial and programmatic records kept by RSVW applicable to this Nominee Agency contract, and RSVW shall cooperate and provide information in a timely manner in response to requests from DWD/DVR and the federal oversight agency per 34 CFR 74.26 (Non-Federal audits).**
7. **This contract is a partnership between the State of Wisconsin, Department of Workforce Development, Division of Vocational Rehabilitation, the State Licensing Agency and the Randolph Sheppard Vendors of Wisconsin. This partnership should be acknowledged in all promotional advertising, news releases, publicity materials, web-sites, and other advertising related to this contract.**
8. **This Nominee Agency agreement shall be effective for the period of July 1, 2010 through June 30, 2011 and will be monitored by the SLA to ensure that work plan goals and objectives are achieved. SLA retains the right to invoke a month to month agreement for non-performance.**

Section V. Avoiding Conflict of Interests and Program Adherence

1. **RSVW expressly agrees to avoid any conflict of interest in administering this contract. The Nominee Agency shall write to the Department if there is a potential conflict of interest or appearance of a conflict of interest and obtain a written opinion from the department before proceeding.**

- 2. RSVW assures DWD/DVR that it has diversified its Board of Directors in full compliance with U.S. Department of Education instructions. RSVW will provide DWD/DVR annually with a list of its Board of Directors no later than June 30, 2010 and June 30, 2011.**
- 3. RSVW further assures DWD/DVR that it will not correspond with any Federal or State agency or Federal or State elected officials regarding the WBEP program and its operators unless authorized to do so by DWD/DVR.**
- 4. As a contractor, RSVW agrees to abide by all DWD/DVR contract attachments and comply with Federal and State laws regarding not using Federal funds to lobby, advocate, or influence Federal or State elected or government officials.**
- 5. RSVW agrees to communicate with the DVR Point of Contact (POC) on all program and fiscal requirements under this contract. To clarify roles and responsibilities between the Nominee Agency and the SLA, communications to the Elected Committee of Blind Vendors (ECBV) are to be authorized by the DVR POC.**
- 6. RSVW agrees that job descriptions and contracted services will fully support the responsibilities outlined in Section III A of this contract. Funding support for ancillary job description functions or contracted services is at the discretion of the SLA and as resources allow.**

Section VI. Financial Conditions

- 1. DWD/DVR will reimburse actual expenditures incurred by RSVW for purposes specified in 34 CFR section 361.49 upon receipt of invoices by the DVR Contract Officer. Reimbursements will be paid as provided in Section VI, paragraph 4, of this contract. The total of these reimbursements, for program purchases shall be limited to \$232,565 in Title 1B and or Social Security Reimbursement funds, set-aside and unassigned commissions for the State fiscal year beginning July 1, 2010 subject to the availability of funds. Any federal funds not spent by RSVW before June 30, 2011, will revert back to DWD/DVR to be used for case services discretionary expenses to fund individual plans for employment (34 CFR 74.70 to 74.73 After-the-Award Requirements). RSVW will have sixty days after the above dates to submit final invoices.**

- 2. Monthly set-aside, unassigned vending fees and rent will be collected by RSVW. RSVW shall remit funds within three working days to the DWD Bureau of Finance, 201 East Washington Ave., Room G400, Madison, WI 53702.**

- 3. DWD Bureau of Finance will provide monthly reports to DVR, RSVW and ECBV on set-aside, unassigned vending fees and rent revenues remitted to DWD.**

- 4. DWD Bureau of Finance has up to 30 days to pay an undisputed invoice(s). Every effort will be made to expedite RSVW invoice(s) before the 30-day period.**

5. The Federal cost principles for determining allowable costs for this contract is the Office of Management and Budget Circular A-122 for contracts with nonprofit organizations.

All contract standard terms and conditions, contract for services and certification requirements (Attachment Numbers 1, 2, 3, 4, 5, 6, 7 and 8) will remain in effect during the term of this Contract.

Joseph D'Costa *May 10, 2010*
Joseph D'Costa / Authorized Representative, Date:
Division of Vocational Rehabilitation

Mark Papapetru *5-14-10*
Mark Papapetru, Date:
President
Randolph-Sheppard Vendors of Wisconsin

1. Modifications, Amendments, and Assignments

Modification: This Agreement shall be modified only by the written agreement of the parties with the approval of the Authorized Representative of the Division of Vocational Rehabilitation. No alteration or variation of the terms and conditions of the Agreement shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

Assignment: The Provider shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Agreement without the prior written consent from DVR. A new DVR Service Agreement must be completed by the new vendor, including the completion of all requirements, and DVR review for approval.

This Agreement may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Provider without the prior written consent from DVR.

2. Assurances/Non-Assurance

The Provider certifies that by signing this Agreement, assigned staff are qualified to provide the services as required in the technical specifications (Attachment #7).

The DVR must be assured that agencies completing Agreements with DVR meet performance outcomes and providing equitable and quality services to all DVR consumers. This assurance also applies to any entity the Provider subcontracts with. DVR will review performance outcomes and require appropriate action as needed. **The Provider will submit quarterly performance outcome reports to the DVR.** Provider must provide all components of the service program(s) under this Agreement as required in the technical specifications (Attachment #7).

Provider must list all Personnel with their agency (Attachment #10).

The Provider will schedule a face to face interview with the DVR Workforce Development Director in the area of the State where Provider is located and/or where Provider will be providing services. This interview will include questions in regard to the Provider having a business contractual relationship that can sustain measurable outcomes of high quality. This face-to-face interview shall be completed before this Agreement is reviewed and approved.

The Provider and Provider staff involved in providing consumer services and billing must also attend the DVR Vendor Training before being accepted as an authorized vendor for the DVR specified services under this Agreement.

3. Criminal Background Check

A criminal background check shall be completed on the Provider and the Provider staff involved in providing consumer services and billing. The Provider will be responsible for completion and payment of this background check.

The resources to complete this background check are located at:

<http://www.doj.state.wi.us/dles/cib/crimback.asp>

The Provider is to complete and sign the Assurance Form (Attachment 11). The DVR will complete an audit on the background checks submitted by the Provider.

The Provider shall review the Wisconsin Sexual Offender List and certify that its employees and agents are not on the List. This site is **<http://offender.doc.state.wi.us/public/home/jsp>**

4. Electronic Reports and Data Security

The Provider is not to store any consumer information improperly on Provider electronic equipment. The Provider is responsible for ensuring that safeguards are in place in regard to any consumer information on Provider electronic equipment.

This includes the Provider insuring the use of full disk encryption protection with a strong password that is at least eight characters long, contains a combination of letters, numbers and symbols, and is changed every 60 days. All computers that contain any consumer information must use hardware or software firewall protection (Windows Firewall, Norton, McAfee, etc) and up-to-date virus protection systems. All computers must be updated with the latest security patches and fixes from the respective software vendors such as Microsoft. If the information is stored on a server, the server should not be Internet accessible and should be restricted to only those staff needing access to the information.

In the event that consumer data in the custody of the Provider is lost, stolen or otherwise compromised or put at risk of misuse, the Provider shall notify DVR in writing within 24 hours of the incident, including a copy of law enforcement report. The Provider shall cooperate with DVR by providing notice of the data breach to affected consumers and taking other corrective steps specified by DVR, including but not limited to the purchase of credit risk counseling services for the affected consumers.

Immediately after the end of the retention period of three (3) years required by Paragraph 15, all personal information shall be shredded or otherwise destroyed in a manner which protects the confidentiality of the information.

5. Security Awareness Training Requirement

The Provider shall complete the Department of Workforce Development Online Information Technology (IT) Security Awareness Basic and Refresher Training before being accepted as an authorized vendor for the DVR specified services under this Agreement. This Training must be completed once per contract year. Any new Provider staff hired during the contract year must also complete the Security Awareness Training.

This Online Training can be accessed at:

<http://workweb.dwd.state.wi.us/DWDTraining>

Provider staff responsible for delivering services and/or required to sign this Agreement must also complete the Training Modules. Other Provider staff, at the operational level, are encouraged to also complete this Training.

Upon completion of the Training, the Provider shall submit a copy of both the Training Certificates for each provider and provider staff who have completed the training to DVR. The Provider will identify the individual who completed the Training and the Provider agency name on the Training Certificates.

The DVR will notify Provider when future modules are available and the completion requirements.

6. Consumer Progress Reports(need to determine if this includes all the reports required)

Consumer progress and other service related reports as outlined in the Technical Specifications must be provided.

Consumer reports are to be sent to the DVR E-Fax telephone number at 1.888.693.3479. This is the number for the DVR Scanning Unit.

The Provider is to send a separate document for each consumer progress report. Consumer progress reports are due within five (5) business days of completion of service. Other report due dates are found in the Technical Specifications.

7. Payment for Services

The fees charged for the rehabilitation services programs shall be as established in the DVR Statewide Fee Schedule (Attachment #8).

The Catalog of Federal Domestic Assistance (CFDA) number for fees under this Agreement is 84.126A.

There are no assurances of a certain level of usage. DVR staff and consumers will select the program and the Provider that best meets the needs of the consumer. Provider must accept all referrals made for all consumers authorized. The Provider, staff or sub-contract entity cannot directly solicit DVR consumers for services

All services in accordance with the technical specifications (Attachment #7) and the DVR Statewide Service Fee Schedule (Attachment #8) require prior written authorization by the DVR before services can be rendered and payment can be made.

The Provider shall bill for DVR consumers who have received the specified rehabilitation services in accordance with the service program technical specifications. The Division will not make payments for costs in excess of the Fees for Service or incurred outside the Agreement period.

The Provider shall bill DVR no later than 10 business days from the first of the month for previous month's services.

The Provider's invoice will include the following:

- Provider name and address
- Provider Federal Employee Identification Number
- List of DVR consumers with description of services received
- DVR purchase order number for each consumer
- Unit cost for each consumer
- Total amount charged per consumer
- Grand total amount of the invoice

Invoices are to be sent electronically to the DVR Center for Consumer Payments at:

DVRVendorInv@dwd.wisconsin.gov

The DVR reserves the right to withhold payments for services for noncompliance with the terms of the Agreement notifying the Provider in writing of its noncompliance. Payments will be released when Provider complies with the requirements of the Agreement. If Provider does not comply with Agreement terms, DVR will terminate the Agreement.

8. Undue Hardship Policy for Small Service Providers

The American with Disabilities Act, ADA provides a measure of protection from undue hardship to employers with 15 total employees or less. The Wisconsin Division of Vocational Rehabilitation (DVR) will apply this same standard to providers of contracted consumer direct services with regard to undue hardship. DVR will pay the costs associated with providing an accommodation for the consumer as part of authorized vocational rehabilitation services consistent with an approved Individualized Plan for Employment, if a contracted service provider has 15 employees or less.

Undue hardship means that an accommodation would be unduly costly, extensive, substantial or disruptive, or would fundamentally alter the nature or operation of the business.

This would include the services of a qualified sign language interpreter during the provision of authorized contracted services. These costs will be paid directly to the provider of the service and will not be paid to the vendor of the contracted service. Any ongoing or hourly costs will be provided as case progress dictates.

This policy is intended to allow all providers of consumer services an equal opportunity to provide quality services to consumers needing accommodation services. DVR consumers must be able to interact with all service providers in order to exercise informed choice regarding vocational rehabilitation services needed and to reach their goals.

The definition and interpretation of undue hardship as determined by EEOC is below:

When Does a Reasonable Accommodation Become An Undue Hardship?

It is not necessary to provide a reasonable accommodation if doing so would cause an undue hardship. Undue hardship means that an accommodation would be unduly costly, extensive, substantial or disruptive, or would fundamentally alter the nature or operation of the business. Among the factors to be considered in determining whether an accommodation is an undue hardship are the cost of the accommodation, the employer's size, financial resources and the nature and structure of its operation.

Source: <http://www.eeoc.gov/facts/ada17.html>

9. State and Federal Rules and Regulations

The Provider agrees to meet State and Federal service standards and program policies as expressed by State and Federal law applicable to the services covered by this Agreement, and agrees to meet the requirements of the Rehabilitation Act Amendments of 1992 and the Americans with Disabilities Act of 1990. The Provider agrees that all services provided under this Agreement meet conditions under State and Federal civil rights compliance requirements, including the Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, Public Accommodations and Amusements Law of 1965, Wisconsin Fair Employment Act, and any related provisions of Wisconsin Statutes and Administrative Code. Further, the Provider agrees to comply with all guidelines issued by the DVR to ensure implementation of these and other related State and Federal requirements.

10. Certifications Requirement

The Provider must review, complete, and sign the following: Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding Lobbying, and Certification Regarding Drug-Free Workplace Requirements (Attachments # 4, # 5, # 6).

11. Assignment of Agreement To Subcontracted Agencies

The Provider retains responsibility for fulfillment of all terms and conditions of the Agreement with any subcontracted agency. ***All subcontracted agencies must be identified (attachment#3) and complete the forms Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Certification Regarding Lobbying, and Certification Regarding Drug-Free Workplace Requirements (Grants), Attachments #4, #5, # 6.*** All DVR purchase authorizations will be issued to and payments made to the Provider, not the subcontracted agency.

12. Minority Business Subcontracted Agencies

The State of Wisconsin has a goal of placing five (5) percent of its total purchasing dollars with certified minority businesses. Authority for this program is found at ss. (2), 16.74(4), 16.766 and 560.036(2) Wis.Stats. DVR is committed to the promotion of minority business in the State's purchasing program. If the Provider subcontracts with other entities, it is encouraged to have subcontracts with minority businesses.

13. Confidentiality

The Provider shall not release personal information regarding any consumer authorized for services by the DVR without the prior written consent of the consumer. The applicable statutory references for confidential information at the time of this Agreement are 34 CFR § 361.38, Personal, use, and release of personal information, Code of Federal Regulations, and Ch. DWD 68, Confidential Information, Wis. Admn. Code.

The Provider acknowledges that some of the data it may become privy to in the performance of this Agreement is of a confidential nature and the Provider shall make all reasonable efforts to ensure that no such confidential information is disseminated by it or its employees.

The Provider agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or other manufacturer's, Provider's or distributor's whereby Provider or any Provider's personnel may gain access while engaged by the State or while on State premises. The restrictions herein shall survive the termination of the Agreement for any reason and shall continue in full force and effect and shall be binding upon the Provider or its agents, employees, successors, assigns, subcontracted agencies, or any party claiming an interest in the Agreement on behalf of or under the rights of Provider following any termination. Provider shall advise all Provider's agents, employees, successors, assigns, and subcontracted entities which are engaged by the State of the restrictions, present and continuing, set forth herein. The Provider shall defend and incur all costs, if any, for actions, which arise as a result of noncompliance by Provider, agents, employees, successors, assigns and sub-contracted entities regarding the restrictions herein.

14. Audit Requirements

DVR reserves the right to audit Provider performance. The Provider agrees to cooperate with DVR, and other State, Federal, and or DVR contracted program and fiscal auditors. Questions and comments on the State Single Audit Guidelines should be referred to:

Amy Johnson
DWD Bureau of Financial Management
P.O. Box 7946
Madison, WI 53707-7946
Amy.Johnson@dwd.wisconsin.gov
608-266-7847

15. Record Keepng and Record Retention

The DVR shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any Agreement resulting from this award held by the Provider. The Provider will retain all documents applicable to the Agreement for a period of three (3) years after final payment is made.

16. Indemnification

The Provider indemnifies and holds harmless the State and its agents and employees from and against all suits, claims, damages, judgments, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, which includes all labor, material, and equipment required to produce the commodity, construction, and/or service requirement by the Agreement, provided that any such claim, damage, loss, or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction to tangible property (other than the work itself), including the loss of use resulting therefrom; and (2) is caused in whole or part by any negligent act or omission of the Provider, and sub-agreement agency, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

17. Consent To Breach Not Waiver

The waiver by the State of any breach of any provision contained in the Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same of any other provision contained in the Agreement. Likewise, such a waiver shall not establish a course of performance between the parties contradictory to the terms of the Agreement.

18. Force Majeure

If the Provider is prevented from performing any of its obligations in whole or in part under the Agreement as a result of an act of God, war, civil disturbance or any other cause beyond its control, then such nonperformance shall not be grounds for the assessment of liquidated damages or any other remedy. Immediately upon the occurrence of any such event, the Provider shall commence to use its best efforts to provide to the fullest extent practicable, comparable performance. Comparability will be determined by the State, and such determination shall be reasonable under the circumstances. During any such period, the Provider shall continue to be responsible for all the costs and expenses related to such alternative performance. This section shall not be construed as relieving the Provider of its responsibility for any obligation or for any obligation being performed by a sub-agreement agency or supplier of services, unless the sub-agreement agency or supplier was prevented from performing such obligation by one of the events set forth above.

19. Legal Relations

The Provider will at all times comply with and observe all Federal and State laws, local laws, ordinances, and regulations which are in effect during the period of the Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of the Agreement or in exercising any power or authority granted to the Provider thereby, there will be no personal liability upon the DVR, it being understood that in such matters the DVR acts as agent and representative of the State.

20. Accounting Requirements

For agreements of twenty-five thousand dollars (\$25,000) or more, the Provider shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with generally accepted accounting principles.

The Provider shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state, and local ordinances.

21. Reporting

The Provider shall comply with the fiscal and program reporting requirements of the DVR. Any required reports will be forwarded to the DVR. Failure to submit the statistical data by dates specified by the DVR shall result in the DVR withholding payment for services provided in accordance with this Agreement.

22. Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. Performance under the remaining terms of the Agreement shall continue.

23. Site Rules and Regulations

The Provider shall use its best efforts to assure that its employees and agents, while on the State's premises or in the presence of State employees, shall comply with the State's work rules and regulations applicable to the work site.

Neither party shall require waivers or releases of any personal rights from representatives of the other in connection with visits to its premises and both parties agree that no such releases or waivers shall be pleaded by them in any action or proceeding.

Provider is an independent business responsible for providing its own equipment, telephone, office supplies, etc. to provide services to DVR consumers. The Provider shall provide accessible confidential meeting space to serve DVR consumers.

24. Amendment and Non-Compliance

The Agreement may be amended, by the DVR, by giving written notice to the Provider at least thirty (30) days prior to the effective date of such amendment.

Provider shall give written notice to the DVR of all instances of non-compliance with the terms of this Agreement. Instances of non-compliance shall be corrected promptly and reported timely by the Provider to the DVR. If the DVR becomes aware of non-compliance with this Agreement, either through notice from the Provider or through other means, appropriate procedures shall be instituted to protect the interests of the DVR.

25. Termination of Service Agreements

1. *Without Cause:*

Upon ninety days (90) calendar days of written notice, either Party may terminate the service agreement without cause.

2. *With Cause - Substantial Noncompliance:*

The Division may terminate the service agreement immediately if the Division determines that the provider is in substantial non compliance with the terms and conditions of the service agreement which creates an emergency that requires the Division to implement alternative service providers. Substantial noncompliance exists for example, when the:

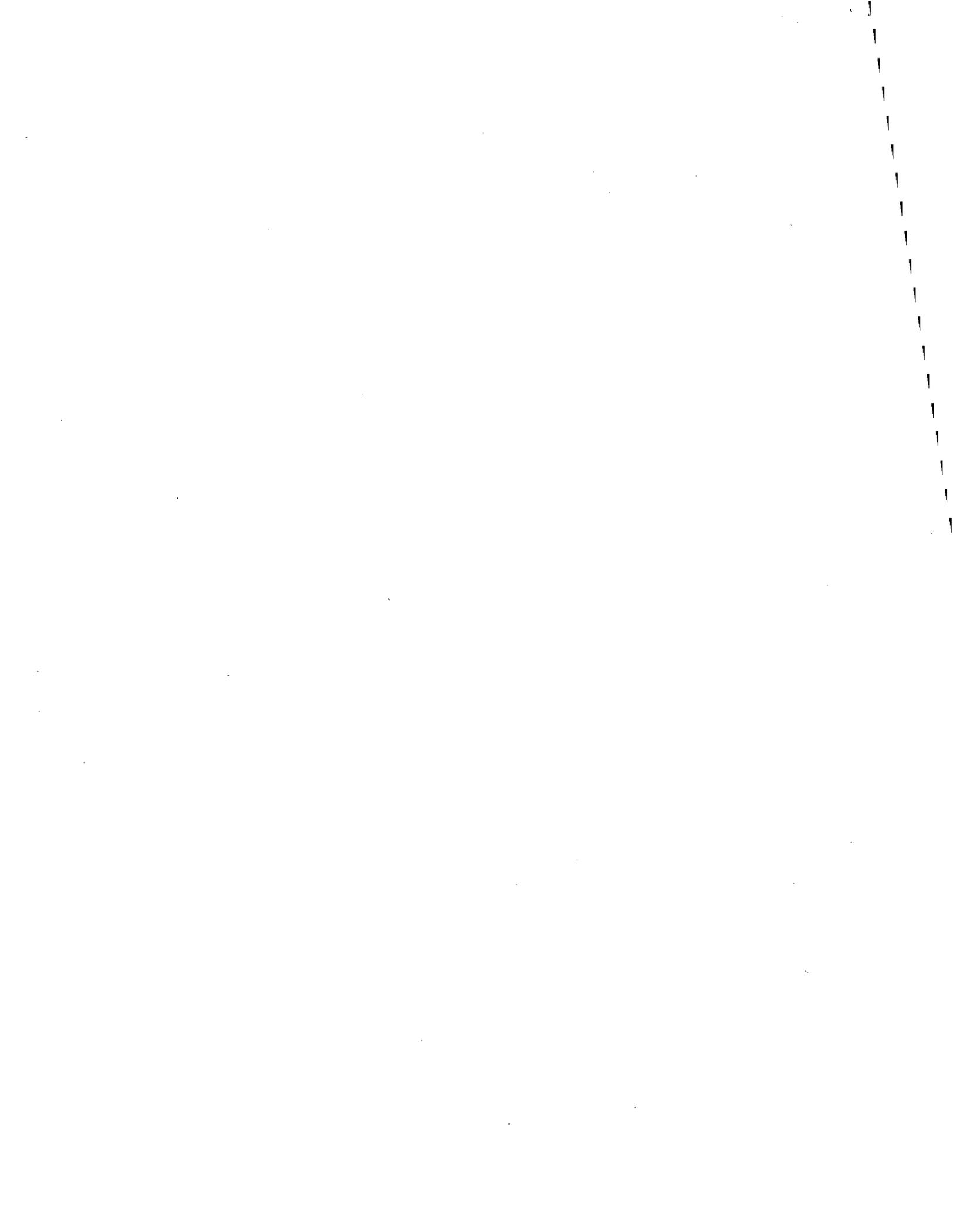
- provider is not able to provide services within 30 or 60 days of receipt of the purchase order;
- provider cannot provide services in a confidential and accessible place of business;
- provider's human resource capacity cannot accommodate the DVR referrals creating a waitlist that exceeds 30 or 60;
- provider or their staff have solicited referrals by either directly approaching DVR consumers or blanketing marketing materials on vehicles parked at or near where DVR consumers may be visiting DVR offices; or
- provider has more than three incidents of late filing progress reports (as defined in the technical specifications);
- provider or their staff cancels appointments two or more times with the same consumer
- provider availability is inconsistent.

The provider will be given written notice of noncompliance and/or service agreement termination 30 days prior to any action being taken.

In the event of such termination, the Provider will be compensated for all work performed prior to such termination date and for all reasonable costs and liabilities to which the Provider has, out of necessity, obligated itself as a result of the Agreement, which are applicable to any period after such termination. The Provider shall use its best efforts to minimize the cost to the State.

26. Availability of Funds

It is understood and agreed by the parties hereto that all obligations of DVR, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall DVR be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, DVR shall notify the Provider of such reduction of funds available and DVR shall be entitled to reduce its commitment hereunder as it deems necessary.



AGREEMENT STANDARD TERMS AND CONDITIONS

Attachment #2

- 1.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Providers performing construction activities are required to pay state use tax on the cost of materials.
- 2.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any Agreement or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written Agreement and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 3.0 APPLICABLE LAW:** This Agreement shall be governed under the laws of the State of Wisconsin. The Provider shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any Agreement with a federally debarred Provider or a Provider which is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.
- 4.0 ASSIGNMENT:** No right or duty in whole or in part of the Provider under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 5.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this Agreement, the Provider 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 s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Provider further agrees to take affirmative action to ensure equal employment opportunities.
- 5.1** Failure to comply with the conditions of this clause may result in the Provider's becoming declared an "ineligible" Provider, termination of the Agreement, or withholding of payment.
- 6.0 INSURANCE RESPONSIBILITY:** The Provider performing services for the State of Wisconsin shall:
- 6.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 6.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 6.3** Provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the Agreement.
- 6.4** The State reserves the right to require higher or lower limits where warranted.
- 7.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to non-appropriation of funds or for failure of the Provider to comply with terms, conditions, and specifications of this Agreement.
- 8.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 9.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the Agreement.
- 10.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%)

interest, is a party to this Agreement, and if this Agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Agreement is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Agreement. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 11.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other sub-units, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 12.0 HOLD HARMLESS:** The Provider will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Provider, or of any of its sub-agreement agencies, in prosecuting work under this agreement.
- 13.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a consultant full-time by a State of Wisconsin agency from being retained as a consultant by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 14.0 EMPLOYMENT:** The Provider will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the agreement agency.
- 15.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.225, Wis. Stats., regarding conflicts of interests by directors in the conduct of State Agreements.
- 16.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 16.1** Prior to award of any Agreement, a potential Provider shall certify in writing to the procuring agency that no relationship exists between the potential Provider and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Provider and another person or organization that constitutes a conflict of interest with respect to a State Agreement. The Department of Administration may waive this provision, in writing, if those activities of the potential Provider will not be adverse to the interests of the state.
- 16.2** Providers shall agree as part of the Agreement for services that during performance of the Agreement, the Provider will neither provide Agreement services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the Agreement agency or has interests that are adverse to the agreement agency. The Department of Administration may waive this provision, in writing, if those activities of the Provider will not be adverse to the interests of the State.
- 17.0 RECORDKEEPING AND RECORD RETENTION:** The Provider shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any Agreement resulting from this bid/proposal held by the Provider. The Provider will retain all documents applicable to the Agreement for a period of not less than three (3) years after final payment is made.
- 18.0 INDEPENDENT CAPACITY OF PROVIDER:** The parties hereto agree that the Provider, its officers, agents, and employees, in the performance of this Agreement shall act in the capacity of an independent Provider and not as an officer, employee, or agent of the State. The Provider agrees to take such steps as may be necessary to ensure that each sub-agreement agency of the Provider will be deemed to be an independent Provider and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

SUBCONTRACTOR DATA SHEET
(Attach additional pages if necessary)

1) Subcontractor Name & Address

Maul Properties

Telephone Number (608) 268-2710

Contact Person and e-mail address Kent Walser Kent.Walser@ksww.org

2) Subcontractor Name & Address

Telephone Number _____

Contact Person and e-mail address _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined 34 CFR Part 85, Sections 85.105 and 85.110-

**(Before Completing Certification, Read Attached Instructions
Which are An Integral Part Of The Certification)**

1. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification he or she shall attach an explanation to this application.

Mark D Papapetru
Signature - Provider Authorized Representative

5-14-10
Date

Mark D Papapetru RSW President
Printed Name And Title Of Authorized Representative

RSW
Provider Name

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntary excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION REGARDING LOBBYING
As Defined In 34 CFR Part 82**

Certification for Agreements, Contracts, Grants, and Loans

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US 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.

Mark D Papapetru
Signature - Provider Authorized Representative

5-14-10
Date

Mark D Papapetru, RSUW President
Printed Name And Title Of Authorized Representative

RSUW
Provider Name

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

0348-00
(cont)

Reporting Entity: _____ Page _____ of _____

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks (Subawardee), then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
As Defined In 34 CFR Part 85**

Grantees Other Than Individuals

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code):

Check if there are workplaces on file that are not identified here.

Grantees Who Are Individuals

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
 - (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.
-

Mark D Papapetru
Signature – Provider Authorized Representative

5-14-10
Date

Mark Papapetru RSVW President
Printed Name And Title Of Authorized Representative

RSW
Provider Name

CERTIFICATION REGARDING CRIMINAL BACKGROUND CHECKS ON ALL STAFF EITHER PROVIDING DIRECT SERVICES TO DVR CONSUMERS OR BILLING FOR SERVICES TO DIVISION OF VOCATIONAL REHABILITATION (DVR)

- A. The provider certifies that it has conducted a Wisconsin Department of Justice (DOJ) criminal background check on all staff either providing direct services to DVR consumers or billing for services to DVR.
1. The background check is required once while the staff is employed by the vendor.
 2. Should the staff person leave employment with the provider and then return to employment, another background check will be required.
 3. All costs for the background checks shall be borne by the provider.
- B. DVR retains the right to conduct an audit on any background check at any time.
1. Provider must keep the DVR abreast of appropriate staff involved with this contract.
 2. Resumes may be used to complement any audit of staff.
- C. Changes in business ownership, such as successions, buy-ins or buy-outs, will not automatically transfer, and DOJ background checks may be required prior to DVR approving the change of ownership.
1. The DVR may, at its discretion, require another background check(s) to become a provider of services as a new business.
 2. Any provider must certify that any subcontracted agency staff providing services have a background check completed, also.

Mark D. Peperetry
Signature - Provider-Authorized Representative

7-6-2010
Date

Mark D. Peperetry President
Printed Name and Title of Authorized Representative RSUW

RSUW
Provider Name

RSVW SFY10-11 WORKPLAN
 (July 1, 2009 through June 30, 2010)
 (Addendum to DVR BEP Contract)

Attachment # 8

MISSION: To achieve financial stability of the BEP to ensure integrated and competitive employment for program operators through provision of management services and supervision consistent with CFR 34 361.49.

GOAL 1: Continue the development of a Business Enterprise Program sustainability plan by conducting feasibility and profitability analysis of individual WBEP operations in SFY 09-10 and identifying the impacts of individual BEP operations upon the sustainability of the program as a whole. Provide data and recommendations to the SLA.

OBJECTIVES	Due Dates	RSVW LEAD and DVR contact:	STATUS
<p>1a. Analyze BEP sites to determine feasibility of achieving a minimum standard for profitability. As needed work with the SLA to realign individual operations to achieve overall program profitability and sustainability Operations to be analyzed in the following priority order, with reports and recommendations to the SLA by the established due dates:</p> <ol style="list-style-type: none"> 1. Interim sites (approx. 20) not assigned to an operator. <i>Clarification: * Unassigned vending revenue is collected by DWD finance, and are not included in these site analyses.</i> 2. Operator-assigned sites with operators in arrears of set-aside payments. RSVW will provide a prioritization from highest to lowest arrearages by operators to use for analyses during the SFY 09-10. 3. Operator-assigned sites with operators who have more than a 3-year history of paying minimum set-aside. 4. Operator-assigned sites where the 3-year average retrospective profit after set-aside has declined by more than 10%. *An ongoing review will be conducted by RSVW, ECBV and DVR/SLA throughout SFY 09-10 to determine appropriate improvement planning in accordance with DWD 60. 	<p>1a1: 7/31/09 1a2: 8/1/09 (highest five in arrears to lowest; complete list due by 10/1/09) 1a3: 9/1/09 1a4: 10/1/09 ongoing</p>		<p>1a2. List rec'd 7/20/09 by KP. Discuss need to put on notice per DWD 60. Report of arrearages received and 12 mo cure plans sent to operators 10/09. Cafeteria sustainability analysis completed 10/13/09.</p>

<p>1b. Manage annual liquidation of BEP capital assets to reduce capital assets from \$2.9 million to \$2.5 million in SFY 09-10.</p> <p>1. Identify BEP capital assets for liquidation and submit report to DVR/SLA. <i>* To insure data based decisions, the reporting requirements for all BEP operators need to be updated, monthly meters readings will provide RSVW with the necessary information to review return on investment (ROI) and low performing assets. (See 2.a.3).</i></p> <p>2. Ensure liquidation is completed and the capitalization fund annual reserve level is adjusted accordingly. (Cost of transportation related to liquidation must be included).</p>	<p>1b1: 12/15/09 (April 2009 through November 2009 for 6 mos. Of preliminary historical data)</p> <p>1b2 : 3/15/10</p>	<p>1b.1: Greg Feypel and Lorie Lange are leads to provide DWD liquidation policy/procedures to SLA and RSVW by 7/31/09.</p> <p>SLA to discuss benchmark for liquidation.</p>	<p>BEP asset liquidation procedure implemented 09/09.</p>
<p>1c. Meet quarterly with operators to improve monitoring of self-employment allowable expenses and to provide technical assistance to operators. Provide quarterly activity and monitoring update report to DVR SLA in accordance with established due dates.</p>	<p>10/15/09 1/15/10 3/14/10 6/14/10</p>		
<p>1d. Update the BEP allowable expense directive to insure proper reporting requirements are achieved by 7/1/09.</p>	<p>7/31/09</p>		<p>Rec'd and will be sent to operators by 9/15/09 after review by ECBV on 9/8/09. Completed.</p>

GOAL 2: Provide monthly and annual report data to SLA necessary to monitor the sustainability of the BEP and to comply with federal reporting requirements. Provide specialized reports the request of the SLA.

OBJECTIVES	Due Dates	RSVW LEAD and DVR contact:	STATUS
<p>2a. Provide the following monthly reports to designated SLA staff by the 15th of each month</p> <p>1. Accounts receivable aging report; vendor set-aside arrears and action report.</p> <p>2. Set aside collections, monthly and cumulative benchmarked to annual sustainability standard. <i>* SFY'10 set-aside amounts currently not establish, billing cycle dated 8/15/09 will be due 8/31/09, 9/5/09 would be first monthly report for sustainability</i></p> <p>3. Vending machine meter readings and equipment ROI-by-site analysis. <i>RSVW to identify operator training needs to complete reports and submit to SLA by 11/1/09.</i></p> <p>4. Profit and loss statements for each operator.</p> <p>5. Performance and profitability improvement plans for each site put on notice per DWD 60.10,11,12.</p> <p>6. Benchmark summary for overall program sustainability. <i>* clarification needed</i></p> <p>7. Management services monthly and cumulative expenditures against budget report.</p>	<p>2a. 1-4: All reports due to SLA by 15th of each month for previous month's activities.</p> <p>2a.7.: Due by the 5th of each month.</p>	<p>2a.5 Kent Waiser of RSVW will consult with Kim Pomeroy, DVR/SLA to address feasibility/profitability issues on a monthly basis. SLA will advise RSVW in accordance with DWD 60.</p> <p>2a. 6. DVR/SLA to discuss for clarification of sustainability and advise RSVW.</p>	<p>Completed; ongoing.</p>
<p>2b. In November of each contract year, complete yearly onsite asset management verification for all BEP locations and submit report to designated SLA staff</p>	<p>12/15/09</p>	<p>Scott & Lorie: Will this schedule work for you or do not need this to be done by the end of each SFY?</p>	

GOAL 3: Ensure BEP site customer satisfaction by developing a benchmark standard in SFY 09-10.

*** Industry standards need to be researched. Determining our current satisfaction rating will be needed before understanding if 90% is achievable. Future workplans would address % necessary to increase.**

OBJECTIVES	Due Dates	RSVW LEAD and DVR contact:	STATUS
3a. Develop a facility contact list for all BEP operators which will be used to identify survey recipients.	9/1/09		Dbase created for operator sites and contacts.
3b. Conduct annual surveys of all BEP operations 1. Minimum of BEP surveys per month beginning August 2009 and monthly thereafter. 2. Report survey results and recommendations to designated SLA staff within 30 days.	To SLA: 9/15/09 10/15/09 11/15/09 12/15/09 1/15/10 2/15/10 3/15/10		Survey finalized 10/09. Send to DWD staff to pilot and then to site contacts.
3c. For sites not achieving the minimum customer satisfaction rating develop an improvement plan based on ratings, including a quarterly follow-up survey schedule and provide to the operator and designated SLA staff within 30 days of the initial survey assessment. 3d. Consult w/DVR/SLA within 30 days of identifying customer service improvement needs to determine action in accordance with DWD 60 policy/procedure. Removed 1 and 2 above to address issues through RSVW/SLA and DWD 60 procedures.	Within 30 days of survey findings Reports due dates in the improvement plan		