

RESOLUTION NO.: 1—2023-24

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 The Outagamie County Veterans Service Office has received an ARPA grant through
2 the Wisconsin Department of Veterans Affairs in the amount of \$19,178 to increase the
3 service capacity of the current CVSO/TVSO (County Veterans Service Office/Tribal
4 Veterans Service Office), as detailed in the attached Memorandum of Understanding
5 (MOU). Consistent with U.S. Treasury requirements, the funds must be utilized by
6 December 31, 2024. Consistent with the MOU, the County Veterans Service Officer
7 is developing a plan for increased marketing and outreach to enhance awareness of the
8 CVSO by former military personnel of the County. Grant funds will be utilized to
9 cover the full cost of any such activity, mitigating any operational/fiscal impact to the
10 CVSO, to include the staff time needed to fulfill the grant reporting requirements.

11
12 This resolution approves accepting and expending the Wisconsin Department of
13 Veterans Affairs ARPA Grant in the amount of \$19,178.

14
15 NOW THEREFORE, the undersigned members of the Health and Human Services Committee
16 recommend adoption of the following resolution.

17 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve
18 the County Veterans Service Office to accept and expend ARPA grant funding from the Wisconsin
19 Department of Veterans Affairs in the amount of \$19,178 in order to increase the service capacity of the
20 current County Veterans Service Office / Tribal Veterans Service Office, and

21 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does authorize
22 and approve of increasing the Veterans Service, Veterans WI DOA ARPA Grant line item and Veterans
23 Service, Purchased Services line item by \$19,178 each as noted on the attached fiscal note and
24 Memorandum of Understanding which by reference are made a part hereof, and

25 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
26 of this resolution to the Outagamie County Veterans Service Officer and the Outagamie County Finance
27 Director.

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Dated this ____ day of April, 2023

Respectfully Submitted,

HEALTH AND HUMAN SERVICES
COMMITTEE

Dan Gabrielson

Justin Krueger

Jeff McCabe

Cathy Thompson

Kelly Schroeder

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1675), Controller (1674) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Request to Accept & Expend WI Department of Veterans Affairs ARPA Grant

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The County Veterans Service Office has received an ARPA grant through the Wisconsin Department of Veterans Affairs in the amount of \$19,178 "to increase the service capacity of the current CVSO/TVSO programs", as detailed in the attached Memorandum of Understanding. Consistent with U.S. Treasury requirements, the funds must be utilized by Dec. 31, 2024. Consistent with the MOU, County Veterans Service Officer David Holst is developing a plan for "increased marketing and outreach to enhance awareness of the CVSO by former military personnel of the county". Grant funds will be utilized to cover the full cost of any such activity, mitigating any operational/fiscal impact to the CVSO office, to include the staff time needed to fulfill the grant reporting requirements.

Therefore, we are requesting to accept and expend the WI Department of Veterans Affairs ARPA Grant in the amount of \$19,178.

Current Year Budget Impact (Check one or more of the following boxes)

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes () no (X) partially ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no (X) n/a ()
- 5. Is the proposal to accept additional revenues only? yes () no (X)
- 6. Does this request modify/adjust the current year budget? yes (X) no ()
If no, skip to question 8 below.
- 7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING	INCREASE
		COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	(DECREASE) AMOUNT
Veterans Service (1008700)	Veterans WI DOA ARPA GRANT	1008700.4264.03	19,178
Veterans Service (1008700)	Purchased Services	1008700.5500	19,178

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes (X) no () n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost -
Annual Revenue -

Fiscal Note Prepared by: David Holst/Craig Moser/Brian Massey

For Financial Services purposes only	
Reviewed By: <i>pm</i>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u> 1008700.4264.03 19,178
Date: 3/6/23	
Comments:	

**MEMORANDUM OF UNDERSTANDING
REGARDING USE OF ARPA STATE RECOVERY FUNDS
BY
Wisconsin Department of Veterans Affairs and
OUTAGAMIE COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the Wisconsin Department of Veterans Affairs (“DVA”), whose principal business address is 2135 Rimrock Road, Madison, WI 53707 and the County of or Federally Recognized Indian Tribe of OUTAGAMIE COUNTY (“Recipient”) who has a County Veterans Service Office (“CVSO”) or Tribal Veterans Service Office (“TVSO”) whose principal business address is 320 S. WALNUT STREET APPLETON, WI 54911

WHEREAS, the United States Department of the Treasury (“Treasury Department”) has distributed to the Wisconsin Department of Administration (“DOA”) funds (“ARPA Funds”) from the Coronavirus State Fiscal Recovery Fund pursuant to 42 U.S.C. § 802, as added by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, DOA is administering such funds through a variety of programs and initiatives, managed by state agencies and other entities; and

WHEREAS, one of the state agencies that DOA has selected to manage the administering of portion of these funds is DVA; and,

WHEREAS, DVA will use these funds to accomplish four distinct Initiatives consistent with its mission to work on behalf of Wisconsin’s veterans in recognition of their service and sacrifice to Wisconsin and the nation; and,

WHEREAS, one of those Initiatives is the CVSO and TVSO Initiative; and,

WHEREAS, CVSOs and TVSOs play a critical role in advocating for the individual needs of veterans and are often the initial contact in the community for veteran’s services. CVSOs and TVSOs provide a local expertise to assist veterans with transition, employment, federal compensation and pension applications, state and federal veteran benefit applications, local assistance and benefits for veterans, referrals to assistance and information for day-to-day living, and multiple other necessary services for veterans; and

WHEREAS, this Initiative is providing funding to CVSOs/TVSOs to increase the service capacity of the current CVSO/TVSO programs; and,

WHEREAS, Recipient, who is one of the CVSO/TVSO eligible for a grant, is eligible to receive funding as outlined in Schedule B.

The Period of Performance for this MOU will run from the Effective Date until December 31, 2024.

Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of the MOU and the performance of such party’s obligations hereunder have been

duly authorized and that the MOU is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, DVA and Recipient have fully executed this MOU as of the date of DVA's signature below ("Effective Date").

DEPARTMENT OF VETERANS AFFAIRS

Recipient

BY: _____

BY: 

NAME: James Bond

NAME: Thomas Nelson

TITLE: Deputy Secretary

TITLE: County Executive

DATE: _____

DATE: 1/16/2023

GENERAL TERMS

ARTICLE 1. ALLOCATION AMOUNT AND PERMISSIBLE USES OF FUNDS

The amount of ARPA funds allocated to Recipient pursuant to this MOU are set forth in Schedule B. DVA's contribution to the total cost of Recipient's performance of its duties under this MOU shall not exceed the amount enumerated in Schedule B for the CVSO/TVSO who is the Recipient executing this MOU. Additionally, DVA shall not reimburse Recipient for any costs that are not eligible for reimbursement under ARPA or rules, regulations, or guidance promulgated to implement ARPA.

ARTICLE 2. RESTRICTION ON USE OF FUNDS

If the ARPA funds provided pursuant to this MOU are provided to a CVSO, those funds provided to Recipient as the CVSO receiving those ARPA Funds shall solely be used for the improvement of service to former military personnel of the county through the CVSO and consistent with requirements pertaining to use of ARPA Funds and applicable Wisconsin and federal laws. This shall include, but not be limited to, increased marketing and outreach to enhance awareness of the CVSO by former military personnel of the county. A county may not allocate any portion of the ARPA funds provided through this MOU for use by another county department nor may the county reduce funding to its CVSO based upon receipt of the grant authorized by this MOU.

If the ARPA funds provided pursuant to this MOU are provided to a TVSO, those funds provided to Recipient as the TVSO receiving those ARPA Funds shall solely be used for the improvement of service to former military personal of the tribe through the TVSO and consistent with requirements pertaining to use of ARPA Funds and applicable laws. This shall include, but not be limited to, increased marketing and outreach to enhance awareness of the TVSO office by former military personnel of the tribe. A tribe may not allocate any portion of the ARPA funds provided through this MOU for use by another tribal department nor may the tribe reduce funding to its TVSO based upon receipt of the grant authorized by this MOU.

ARTICLE 3. REPORTING, RETENTION OF RECORDS AND COMPLIANCE WITH WISCONSIN'S OPEN RECORDS LAW

Recipient shall provide DVA with a federal benefits service delivery report and budget expenditure report on forms established by the DVA. The federal benefits service delivery report and budget expenditure report are due to DVA on January 31, 2024 and January 31, 2025.

Recipient shall provide DVA with all information necessary to comply with all requests for information from DOA in order to comply with requirements of the Treasury Department and other federal agencies regarding reporting of the uses of ARPA Funds. Recipient will also provide DVA with any necessary information for its administering of this grant program along with all information necessary to accomplish any public transparency reporting or subrecipient monitoring that DOA and/or DVA deems necessary.

Recipient shall provide this information in a format determined by DVA in a complete and timely manner. Recipient's reporting information shall be provided to DVA no later than 21 days before the deadline for DVA to file any report, or within such other timeframe as DVA requires in order to comply with requests from DOA or any other government entity.

The Recipient will retain all records regarding the grant for a period of at least five (5) years after the Recipient completes all work required as part of the grant. The requirements to maintain all records regarding the grant shall automatically be extended if DVA notifies the Recipient that the records pertaining to the Grant are subject to an Open Records Request, a legislative inquiry, or are the subject of litigation. Should DVA notify the Recipient that any one of these incidents has occurred, the Recipient shall maintain all records regarding the grant until such time as DVA in writing authorizes that the Recipient no longer needs to retain those records.

The Recipient will assist DVA in making any reports regarding the use of the grant that the Legislature, DOA, or other interested parties may require.

Both Parties understand and acknowledge that all records pertaining to this MOU, including this MOU, are subject to Wisconsin Public Records law, Wis. Stat. §§ 19.31-19.39. The Recipient will fully cooperate with any request DVA makes to the Recipient for records pertaining to this MOU should DVA receive an Open Records Request for any records pertaining to this MOU that are held by the Recipient.

ARTICLE 4. APPLICABLE LAWS, RULES, AND REGULATIONS

This MOU shall be governed by the laws of the State of Wisconsin and the laws of the United States, including, without limitation ARPA, the Interim Final Rule, and all other rules and regulations promulgated to implement ARPA. Recipient shall be responsible for ensuring that its uses of the ARPA Funds allocated to it under this MOU comply with all applicable laws, rules, and regulations applicable to the use of ARPA Funds.

The Recipient 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 Performance of this MOU and which in any manner affect the work or its conduct. DVA may take enforcement action, including but not limited to, recouping past payments, suspending or canceling the MOU, if the Recipient violates any applicable federal and state law, local law, ordinance, regulation or requirement, or does not follow applicable guidance from DVA.

In addition, Recipient agrees to comply with all federal requirements listed in Schedule A.

Specifically, as further specified in Schedule A, Recipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits grantees 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 CFR Part 22, which are herein incorporated by reference and made a part of this MOU. 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 CFR Part 22, and herein incorporated by reference and made a part of this MOU.

ARTICLE 5. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

Recipient shall be responsible for ensuring that if any third party receives funds pursuant to the MOU that each such third party comply with all laws, rules, and regulations applicable to the use of those funds.

ARTICLE 6. SUBLET OR ASSIGNMENT OF DUTIES

Recipient shall not sublet or assign all or any part of Recipient's duties or rights under this MOU without prior written approval of DVA.

ARTICLE 7. REIMBURSEMENT OF FUNDS

Recipient shall return to DVA any funds paid to Recipient in excess of the amount allocated pursuant to this MOU. If Recipient fails to return excess funds, DVA may deduct the appropriate amount from future payments authorized to be made to the Recipient pursuant to Wis. Stat. §45.82(2) and/or Wis. Stat. §45.82(4). DVA also reserves the right to recover such funds by any other legal means.

Recipient shall be responsible for reimbursement to DVA for any disbursed funds DVA determines have been misused or misappropriated. Any reimbursement of funds required by DVA shall be due upon DVA's written demand to Recipient.

ARTICLE 8. FINANCIAL MANAGEMENT

Recipient agrees to maintain a financial management system that complies with the rules, regulations and requirements of the Program funding source described in Schedule A and with standards established by DVA to assure funds are spent in accordance with applicable laws and to assure that accounting records for funds received under this MOU are sufficiently segregated from those of other MOUs, agreements, programs, and/or projects.

Recipient shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Recipient's chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures by provider type as required by DVA.

Records shall be maintained after final audit of the MOU for a period of not less than five (5) years unless the Program requirements are longer.

Further, Recipient shall comply with all Audit Requirements as specified in Schedule A.

ARTICLE 9. CONFLICTS OF INTEREST AND ETHICS

No person who is an employee, agent, consultant, or officer of Recipient, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this MOU, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement or subcontract with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from Recipient by employees of Recipient shall not be considered a conflict of interest, but

otherwise employees of Recipient shall be fully bound by the requirements of this Article. Upon request, DVA can make exceptions to this requirement after full disclosure and where DVA determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

Recipient agrees to disclose to DVA in writing any potential conflict of interest affecting the awarded funds so it can determine its own disclosure obligations to DOA and/or the Treasury Department in accordance with Treasury Department policy.

ARTICLE 10. FAILURE TO PERFORM

DVA reserves the right to suspend payment of funds or recoup paid funds if required reports are not provided to DVA on a timely basis, if there are deficiencies in those reports, or if performance of contracted activities is not evidenced. DVA further reserves the right to suspend payment of funds or recoup payment of funds if performance of contracted activities is not evidenced on other agreements between DVA and Recipient in whole or in part.

Recipient's management and financial capability, including but not limited to audit results and performance, may be taken into consideration in any or all future determinations by DVA and may be cause for terminating or suspending performance of this MOU.

ARTICLE 11. TERMINATION OF AGREEMENT

DVA may terminate this MOU at any time with or without cause by delivering notice to Recipient.

ARTICLE 12. AMENDMENT

This MOU may be amended by mutual consent of the parties. Amendments shall be in writing and executed by authorized representatives of the parties.

ARTICLE 13. SEVERABILITY

If any provision of this MOU shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this MOU.

If any provision of this MOU, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this MOU and the application of such provision to other circumstances shall not be affected by such invalidity or unenforceability.

ARTICLE 14. SURVIVAL OF REQUIREMENTS

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

ARTICLE 15. EXAMINATION OF RECORDS

DVA, or any of its authorized representatives, shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on Recipient's premises for any directly pertinent records and computer files of Recipient involving transactions relating to this MOU. If the material is held in an automated format,

Recipient shall provide copies of these materials in the automated format or such computer file as may be requested by DVA. Such material shall be retained until such time as DVA notifies otherwise.

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

ARTICLE 16. INDEPENDENT CONTRACTOR

The Recipient shall perform its services hereunder as an independent contractor, and nothing contained in this MOU shall be construed so as to create an employer/employee relationship between the parties. The Recipient shall maintain exclusive control over personnel and salary policies relative to its employees. All salaries, health insurance, retirement benefits, car expenses, worker's compensation, or disability benefits relative to such personnel shall be paid by the Recipient.

ARTICLE 17. NON-WAIVER

No waiver of default by DVA of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Recipient shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Recipient.

ARTICLE 18. HOLD HARMLESS

The Recipient will indemnify and hold harmless DVA 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 Recipient, or anyone hired by the Recipient, in prosecuting work under this MOU.

ARTICLE 19: DISPUTES

Disputes by either party relating to this MOU and the Recipients work performed pursuant to it should first be addressed to the individual listed in Article 20. A good faith dispute creates an exemption to prompt payment.

After attempting to resolve the dispute, the Recipient hereby agrees that any action, proceeding or claim arising out of or relating in any way to this MOU shall be brought and enforced in the courts of the State of Wisconsin, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive and all disputes the venue shall be in Dane County Circuit Court. Prior to instituting a legal action in Dane County Circuit Court both parties agree to make a good faith effort to informally resolve the dispute. The Recipient hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

Any such process or summons to be served upon the Recipient may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to it at the address set forth in the addresses listed in Article 20. Such mailing shall be deemed personal service and shall be legal and binding upon the Recipient in any action, proceeding or claim.

ARTICLE 20. NOTICES

Notices and demands required or permitted to be given hereunder shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, addressed to:

A) **DVA:**

Scott Williams
Printed Name

Deputy Administrator Division of Veterans Benefits
Position

2135 Rimrock Road
Street Address

Madison, WI 53707
City, State, Zip Code

scott.williams@dva.wisconsin.gov
Email address

B) **RECIPIENT:**

DAVID M. HOLST
Printed Name

CVSO
Position

320 S. WALNUT STREET
Street Address

APPLETON, WI 54911
City, State, Zip Code

david.holst@cutagamie.org
Email address

ARTICLE 21. COUNTERPARTS AND ELECTRONIC SIGNATURE AUTHORIZATION

Separate copies of this MOU shall constitute original documents, which may be signed separately but which together shall constitute a single MOU. This MOU will not be binding on any party until signed by all parties or their representatives.

A signed copy of this MOU transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU. This MOU may be conducted by electronic means and the parties authorize that their electronic signatures act as their legal signatures of this MOU. This MOU will be considered signed by a party when that party's electronic signature is transmitted. Such signature shall be treated as having the same effect as an original handwritten

signature. The parties are not required to sign this MOU by electronic means or use an electronic signature, but if the parties elect to do so, then each party's authorization is hereby given pursuant to this paragraph.

ARTICLE 22. ENTIRE AGREEMENT

The written MOU constitutes the entire agreement between the DVA and the Recipient and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of this MOU.

ARTICLE 23. LOBBYING

The Recipient agrees that no grant appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any Wisconsin or federal agency, any member of the Wisconsin Legislature or United States Congress, or an employee of a member of the state or federal Legislature in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement. The Recipient further agrees that no grant appropriated funds will be used to contact, or urge the public to contact, members or employees of any legislative body for the purpose of proposing, supporting, or opposing legislation, or to advocate the adoption or rejection of legislation.

Funds provided to Recipient pursuant to this MOU may not be used to influence federal contracting or financial transactions.

Schedule A**Federal Compliance Requirements**

Recipient agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury pursuant to section 602(f) of ARPA, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient 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 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. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 9. Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury guidance. As specified in Treasury Department guidance, the National Environmental Policy Act (NEPA) does not apply.
 10. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the

basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

B. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Recipient 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.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury;
 - g. A contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - h. A management official or other employee of Recipient, DVA or DOA.
3. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- C. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient 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.

- D. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, grantees, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- E. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- F. 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 [the Wisconsin Department of Veterans Affairs via the Wisconsin Department of Administration] by the U.S. Department of the Treasury."
- G. Assurances of Compliance with Civil Rights Requirements.
1. As a condition of receipt of federal financial assistance provided by DVA, Recipient provides the following assurances with respect to the operation of its Program:
 - a. Recipient 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 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - b. Recipient 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). Recipient 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, Recipient 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. Recipient 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 Recipient's programs, services, and activities.
 - c. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. 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>.
 - d. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon

Recipient and its successors, transferees, and assignees for the period in which such assistance is provided. Recipient 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 Recipient, 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 Recipient for the period during which it retains ownership or possession of the property.

- e. Recipient 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 Recipient 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 CFR 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 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. Recipient shall cooperate with DVA 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. Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
3. Recipient shall maintain a complaint log and inform DVA so it can inform DOA who then 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.
4. Recipient 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 Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

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

H. Audit Requirements.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the State Single Audit Guidelines issued by DOA. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Uniform Guidance as described above, then this section does not apply as State Funded Awards will already be included in that audit.

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

Please review DOA's Single Audit Compliance Supplement for details on submission of the reporting package. <https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

Schedule B	
County	One-Time Payment to the County Veteran Service Office (CVSO) for this County that the CVSO is eligible for pursuant to attached and incorporated agreement
Adams	\$15,878.00
Ashland	\$14,228.00
Barron	\$17,528.00
Bayfield	\$14,228.00
Brown	\$19,178.00
Buffalo	\$14,228.00
Burnett	\$14,228.00
Calumet	\$17,528.00
Chippewa	\$17,528.00
Clark	\$15,878.00
Columbia	\$17,528.00
Crawford	\$14,228.00
Dane	\$19,178.00
Dodge	\$19,178.00
Door	\$15,878.00
Douglas	\$15,878.00
Dunn	\$15,878.00
Eau Claire	\$19,178.00
Florence	\$23,028.00
Fond Du Lac	\$19,178.00
Forest	\$14,228.00
Grant	\$17,528.00
Green	\$15,878.00
Green Lake	\$14,228.00
Iowa	\$15,878.00
Iron	\$14,228.00
Jackson	\$15,878.00
Jefferson	\$19,178.00
Juneau	\$15,878.00
Kenosha	\$19,178.00
Kewaunee	\$15,878.00
La Crosse	\$19,178.00
Lafayette	\$14,228.00
Langlade	\$15,878.00
Lincoln	\$15,878.00
Manitowoc	\$19,178.00

Schedule B	
County	One-Time Payment to the County Veteran Service Office (CVSO) for this County that the CVSO is eligible for pursuant to attached and incorporated agreement
Marathon	\$19,178.00
Marinette	\$15,878.00
Marquette	\$14,228.00
Milwaukee	\$19,178.00
Monroe	\$17,528.00
Oconto	\$15,878.00
Oneida	\$15,878.00
Outagamie	\$19,178.00
Ozaukee	\$19,178.00
Pepin	\$23,028.00
Pierce	\$15,878.00
Polk	\$15,878.00
Portage	\$17,528.00
Price	\$14,228.00
Racine	\$19,178.00
Richland	\$14,228.00
Rock	\$19,178.00
Rusk	\$14,228.00
Saint Croix	\$19,178.00
Sauk	\$17,528.00
Sawyer	\$14,228.00
Shawano	\$15,878.00
Sheboygan	\$19,178.00
Taylor	\$15,878.00
Trempealeau	\$15,878.00
Vernon	\$15,878.00
Vilas	\$15,878.00
Walworth	\$19,178.00
Washburn	\$14,228.00
Washington	\$19,178.00
Waukesha	\$19,178.00
Waupaca	\$17,528.00
Waushara	\$15,878.00
Winnebago	\$19,178.00
Wood	\$19,178.00

Schedule B	
Eleven Federally Recognized Tribe	One-Time Payment to the Tribal Veteran Service Office (TVSO) for this Federally Recognized Tribe that the TVSO is eligible for pursuant to attached and incorporated agreement
Bad River Band of Lake Superior Chippewa Tribe	\$26,878.00
Forest County Potawatomi	\$26,878.00
Ho-Chunk Nation	\$26,878.00
Lac Courte Oreilles Band of Lake Superior Ojibwe	\$26,878.00
Lac du Flambeau Band of Lake Superior Chippewa	\$26,878.00
Menominee Indian Tribe of Wisconsin	\$26,878.00
Oneida Nation of Wisconsin	\$26,878.00
Red Cliff Band of Lake Superior Chippewa	\$26,878.00
Sokagon Chippewa Community	\$26,878.00
St. Croix Chippewa Indians of Wisconsin	\$26,878.00
Strockbridge-Munsee Community Band of Mohican Indians	\$26,878.00