

Instructions
Veterans Mental Health Ancillary Treatment Program Grant Application

The following instructions list the steps that a Grant Applicant must complete to submit a complete application. To submit a complete application a Grant Applicant shall take all of the following steps:

- List under the Miscellaneous Information Section who Notices and Demands shall be provided to if the Grant Applicant is awarded a Grant (page 2).
- Complete all sections of the Provider Application Form (pages 5-6).
- Supply all Required Documentation (page 7).
- Provide all Required Information (page 8).
- Have the Duly Authorized Representative of the Grant Applicant Complete and Sign the Grant Application Terms and Conditions Page (page 10).

All material must be submitted via email to vetsbenefitsgrants@dva.wisconsin.gov and include in the subject line “Veterans Mental Health Ancillary Treatment Program Grant Application.” The attachments included with the email ***must be in PDF format*** and clearly labeled.

The email, with all requested materials attached, must be received by ***11:59 p.m. CST on Thursday, 01/11/2024.***

Miscellaneous Information
Veterans Mental Health Ancillary Treatment Program Grant Application

Available Grant Amount: This is the second round for the Veterans Mental Health Ancillary Treatment Program Grant. The amount of the grant in this second round shall be based on the amount requested by the applicant, subject to the availability of funds, but may not exceed \$100,000 for this round. The maximum amount that the Wisconsin Department of Veterans Affairs can award in all rounds to any one Ancillary Mental Health Provider is \$100,000. If an Ancillary Mental Health Provider was awarded a grant in the first round, that Provider may only request funding in this round such that the requested amount does not exceed \$100,000 limitation available to a Provider for all rounds.

Restriction on Use of Funds: In addition to other restrictions contained in Schedules A and B, a Grant Applicant who is awarded a grant may only provide services to a veteran, who is a resident of Wisconsin, and who satisfies either of the following conditions:

- Are serving in the national guard of any state or a reserve component of the U.S. armed forces.
- Served on active duty in the U.S. armed forces, forces incorporated as part of the U.S. armed forces, a reserve component of the U.S. armed forces, or the national guard of any state and was discharged under conditions other than dishonorable.

Method to Submit Application: To be considered for a Veterans Mental Health Ancillary Mental Health Treatment Program Grant, the complete application, including all supporting documentation must be submitted via email to vetsbenefitsgrants@dva.wisconsin.gov and include in the subject line “Veterans Mental Health Ancillary Treatment Program Grant Application.” The attachments included with the email *must be in PDF format* and clearly labeled.

Deadline to Submit Application: The email, with all requested materials attached, must be received by *11:59 p.m. CST on Thursday, 01/11/2024.*

Incomplete Applications: Applications that do not contain all the requested documentation and information, as detailed above, will be **considered incomplete** and will not be evaluated. Submitting a prior incomplete application does not change the deadline. It is the sole responsibility of the applicant to ensure the application is submitted with all required documentation and information and by the deadline. Previously submitted application materials will not be used to make a resubmission whole.

Questions Pertaining to this Grant: All questions pertaining to this grant application may only be submitted in writing to: vetsbenefitsgrants@dva.wisconsin.gov. The email must include in the subject line “Veterans Mental Health Ancillary Treatment Program Grant Application Question”. DVA will make every effort to respond to questions but is under no obligation to answer any question and will only provide responses via email.

Notices and Demands: If awarded a grant consistent with the Notice and Demand Clause contained in Schedule A, all Notices and Demands required or permitted to be given to the Grantee shall be given to the following individual at the following address:

1) **Grantee:**

Printed Name

Street Address

City, State, Zip Code

Application as Contractual Obligation: Applicants should understand that if they submit an application and are subsequently awarded a grant and upon receipt of the grant award, they are agreeing to all the terms contained in this Grant Application, Schedule A, and Schedule B.

Eligibility Criteria
Veterans Mental Health Ancillary Treatment Program Grant Application

To be eligible, a Mental Health Provider must satisfy all the following criteria:

- Be current on all federal and state tax obligations.
- Be a financially viable Mental Health Provider. A Mental Health Provider is financially viable if it can meet its financial obligations as they become due for the duration of the grant period.
- Have prior experience providing ancillary mental health services.
- Be able to provide at least one of the following ancillary mental health services:
 1. art therapy
 2. music therapy
 3. recreation therapy
 4. equine therapy
 5. occupational therapy
 6. massage therapy
 7. acupuncture therapy
 8. substance abuse therapy
 9. dance therapy
 10. dietetics
- Have at least one certified/licensed Occupational Therapist (OT), Certified OT Assistant, Massage or Bodywork Therapist, Acupuncturist, Art Therapist, Clinical Substance Abuse Counselor, Dance Therapist, Dietitian, Music Therapist, Prevention Specialist (Substance Abuse Professional), Equine Therapist (certification must be from Professional Association of Therapeutic Horsemanship International), or Recreational Therapist (certification must be from National Council for Therapeutic Recreation Certification);

Grant Information
Veterans Mental Health Ancillary Treatment Program Grant Application

WHEREAS, the United States Department of the Treasury 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, DOA has selected the Wisconsin Department of Veterans Affairs (DVA) to manage the administering of a portion of these funds; and,

WHEREAS, DVA will use these funds to accomplish five (5) 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 Veterans Mental Health Grant Programs Initiative; and,

WHEREAS, one part of Veterans Mental Health Grant Programs Initiative authorizes DVA to provide a total of up to \$800,000 in grants to all Mental Health Providers awarded a grant to conduct ancillary mental health treatment programs for Wisconsin veterans; and,

WHEREAS, for purposes of this grant the provision of art therapy, music therapy, recreation therapy, equine therapy, occupational therapy, massage therapy, acupuncture therapy, dietetics, dance therapy, or substance abuse therapy are deemed to constitute an ancillary mental health treatment program eligible for funding under this grant; and,

WHEREAS, the Mental Health Provider must have at least one certified/licensed Occupational Therapist (OT), Certified OT Assistant, Massage or Bodywork Therapist, Acupuncturist, Art Therapist, Clinical Substance Abuse Counselor, Dance Therapist, Dietitian, Music Therapist, Prevention Specialist (Substance Abuse Professional), Equine Therapist, or Recreational Therapist; and,

WHEREAS, the Mental Health Provider awarded a grant must use the grant to have its certified/licensed provider(s) conduct ancillary mental health services for Wisconsin veterans; and,

WHEREAS, the Mental Health Provider must use the funds to provide ancillary veteran mental health treatment program; and,

WHEREAS, to be eligible for a grant each Mental Health Provider must complete this application and if awarded a grant agree to the terms and conditions contained in the grant application along with Schedules A and B.

Provider Application Form
Veterans Mental Health Ancillary Treatment Program Grant Application

AGENCY INFORMATION: <i>Please complete and return this form. Use one form for each office location within your agency</i>				
NAME: (Mr./Ms.)		EMAIL:		PHONE:
ADDRESS STREET: (Mailing address)		CITY:		STATE: ZIP:
COUNTY:	WEBSITE:		OFFICE HOURS:	
CONTACT PERSON:			POSITION TITLE:	
ADDRESS STREET: (Physical address)			CITY:	STATE: ZIP:

SERVICES OFFERED: *Check all that apply.*

ANCILLARY MENTAL HEALTH SERVICES OFFERED BY ORGANIZATION (to be eligible must check at least one box)			
<input type="checkbox"/> Art Therapy			<input type="checkbox"/> Occupational Therapy
<input type="checkbox"/> Music Therapy			<input type="checkbox"/> Massage Therapy
<input type="checkbox"/> Recreation Therapy			<input type="checkbox"/> Acupuncture Therapy
<input type="checkbox"/> Equine Therapy			<input type="checkbox"/> Substance Abuse Therapy
<input type="checkbox"/> Dance Therapy			<input type="checkbox"/> Dietetics

LIST OF PROVIDERS (to be eligible must check at least one box)

NAME:		LICENSE of practice and License Number:
Specialties		
<input type="checkbox"/> Occupational Therapist (OT) (Must be credentialed by Wisconsin Department of Safety and Professional Services (WDSPPS) as an OT)	<input type="checkbox"/> Art Therapist (Must be credentialed by Wisconsin Department of Safety and Professional Services as an art therapist)	<input type="checkbox"/> Music Therapist (Must be credentialed by WDSPPS as a music therapist)
<input type="checkbox"/> Certified OT Assistant (Must be credentialed by WDSPPS as a certified OT assistant)	<input type="checkbox"/> Substance Abuse Counselor (Must be credentialed by WDSPPS as a substance abuse counselor)	<input type="checkbox"/> Prevention Specialist (Substance Abuse Professional) (Must be credentialed by WDSPPS as a prevention specialist)
<input type="checkbox"/> Massage or Bodywork Therapist (Must be credentialed by WDSPPS as either type of therapist)	<input type="checkbox"/> Dance Therapist (Must be credentialed by WDSPPS as a dance therapist)	<input type="checkbox"/> Equine Therapist (certification must be from Professional Association of Therapeutic Horsemanship International)
<input type="checkbox"/> Acupuncturist (Must be credentialed by WDSPPS as an acupuncturist)	<input type="checkbox"/> Dietitian (Must be credentialed by WDSPPS as a dietitian)	<input type="checkbox"/> Recreational Therapist (certification must be from National Council for Therapeutic Recreation Certification)
Experience with military culture and Veterans? <input checked="" type="radio"/> Yes <input type="radio"/> No		

If your organization has an additional provider(s) who has one of the listed specialties and who will be providing the ancillary mental health treatment program, please attach a separate sheet of paper with all of the above information for that provider(s) for whom the grant funding will be used to fund that provider(s)' work on the ancillary mental health treatment program.

Amount requested _____ (amount may not exceed \$100,000 for this round of grant funding*)

*Total amount that an Ancillary Mental Health Provider can receive in all rounds of funding under the Veterans Mental Health Ancillary Treatment Program is \$100,000. If the Wisconsin Department of Veterans Affairs awarded an Ancillary Mental Health Provider a grant in the first round, that Provider may only request funding in this round such that the requested amount does not exceed \$100,000 limitation available to a Provider for all rounds.

Required Documentation
Veterans Mental Health Ancillary Treatment Program Grant Application

In addition to completing the above information, DVA requires applicants to provide the following documentation as part of its application for a Veterans Mental Health Ancillary Mental Health Treatment Program Grant:

- Income statement, balance sheet, and statement of cash flows for most recent fiscal year.
- Most recent annual report or other literature summarizing the organizational experience providing ancillary mental health services.
- Copy of certification/license to verify the Mental Health Provider possesses the credentials to conduct the ancillary mental health services for which the Mental Health Provider is seeking funding.
- Completed W-9 form.

Required Information
Veterans Mental Health Ancillary Treatment Program Grant Application

The following requested information must be submitted with the application and in the order as listed below. Each section should be labeled with the bolded font below for each title. The information provided for the seven (7) items below should be limited for each item to no more than 1-page typed double spaced using 12-point Times New Roman font and margins no less than 1 inch on all sides of the paper.

1. **Organizational Experience Providing Ancillary Mental Health Services:** Please describe in detail your organization, organization's mission, and goals, and how your organization has previously provided ancillary mental health services. Additionally, describe your organizational experience providing ancillary mental health services in underserved populations and underserved geographic areas of the state.
2. **Description of Program:** Please describe your organization's ancillary mental health treatment program for veterans that would be funded with this grant and how you will use the grant funding to implement the ancillary mental health treatment program for Wisconsin veterans.
3. **Stated Purpose and Objectives for the grant funds, the method and timetable to expend the funds:** Please describe in detail the program and its goals and the methods to be employed to achieve the stated goals, expected challenges and how they will be overcome. Program goals and objectives should ensure they address how your organization's ancillary mental health program for veterans will address the needs of underserved populations and underserved geographic areas of the state.
4. **Funding Justification:** Please describe in detail how the funding request to provide ancillary mental health services addresses the mental health needs of Wisconsin veterans.
5. **Description of Anticipated Outcomes:** Please describe how your organization's ancillary mental health treatment program that would be funded with this grant you anticipate will improve the mental health of veterans who participate in this program.
6. **Controls and Evaluation Plan for the Project:** Please describe in detail the financial and operational controls your organization has in place to ensure the proper use of grant funds. Also describe how your organization will monitor and evaluate program effectiveness and measure success.
7. **Program Implementation Timeline:** Please describe in detail your implementation plan (who, what, where, when, and how of your ancillary mental health program for Wisconsin veterans) and timeline for providing ancillary mental health services to Wisconsin veterans under this grant.

Please note that sending additional information not required for this application will not increase the applicant's overall score.

Grant Scoring and Evaluation
Veterans Mental Health Ancillary Treatment Program Grant Application

An Evaluation Committee will only be used if DVA receives sufficient applications such that the amount requested in all those applications would exceed the \$800,000 limit authorized under this Veterans Mental Health Ancillary Mental Health Treatment Program.

If an Evaluation Committee is Used, the Evaluation Committee shall weigh the importance of each evaluation criterion by using a numerical point system based on the following point values from the following criteria:

- 1) Organizational Experience Providing Ancillary Mental Health Services (up to 20 points)
- 2) Stated Purpose and Objectives for the grant funds, method, and timetable to expend the funds (up to 15 points)
- 3) Budget Clarity & Justification (up to 15 points)
- 4) Evaluation Plan for the project (up to 15 points)
- 5) Program Implementation Timeline (up to 15 points)
- 6) Experience serving underserved populations and underserved geographic areas (up to 20 points)

Scoring will be strictly limited to the outlined criteria.

Using the evaluation criteria specified above, the Evaluation Committee will evaluate each application against each applicable criterion and assign points signifying the degree to which the application meets the criterion up to the maximum number of points. The total points assigned to the application for all applicable criteria will be the score for the application. The Evaluation Committee will numerically rank each application assigning a score out of 100 points. Awardees will be selected starting from the highest score and so forth until funds are exhausted for the specific grant.

Grant Application Terms and Conditions
Veterans Mental Health Ancillary Treatment Program Grant Application

It is understood and agreed by the undersigned that:

1. The contents of this application will become a contractual obligation if the application is awarded a grant.
2. **Funds granted because of this request are to be expended solely for the purposes set forth herein during the Period of Performance outlined in Schedule A**, and in accordance with all applicable laws, regulations, policies, and procedures of this state. Grant funds shall be used only for the payment or reimbursement of expenses which are reasonable, necessary, and properly assignable to the purposes of the approved grant. Any other use of grant funds is prohibited.
3. Grant funds must be used for direct services for veterans.
4. The terms of the Grant Application may only be modified upon written approval of the Department.
5. By submitting this application, I certify that the applicant has disclosed and will continue to disclose any occurrences or events that could have an adverse material impact on the project. Adverse material impact includes, but is not limited to, lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory interventions, or inadequate funding for the purposes listed in this grant application.
6. This application, and any other records submitted to the Wisconsin Department of Veterans Affairs, constitute public records subject to disclosure under Wisconsin Public Records Law, § 19.31, Stats.
7. By submitting this application, I certify that the applicant is compliant with applicable state and federal laws, rules, and regulations, including tax laws and requirements to be eligible for the grant award.
8. Applicants will be notified tentatively 60 days from the closure of the grant application period of their application status. The department will not respond to any applicant regarding application status prior to the closure of the grant application period.

The applicant agrees that if awarded the grant, as a grantee, *the Grantee shall be bound by all of the terms contained in this Application including Schedules A and B included after its signature.*

The individual signing below, acting in the capacity to represent the licensed/certified provider in completion of the Veterans Mental Health Ancillary Treatment Program Grant Application, represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Application on behalf of the entity submitting this application and declare under penalty of perjury that all statements contained on this Application are true, accurate and complete to the best of his or her knowledge and belief.

_____ **Print Name**

_____ **Title**

_____ **Name of Organization Submitting Application**

_____ **Signature**

_____ **Date**

Schedule A
Veterans Mental Health Ancillary Treatment Program Grant Application

Standard Terms and Conditions

If the applicant is awarded a Grant, the Grantee agrees that its acceptance of the grant funds creates a contractual obligation that binds it to the following Terms and Conditions:

- A. **Choice of Law/Venue.** This agreement 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. The Grantee shall be responsible for ensuring that its uses of the ARPA Funds allocated to it under this agreement comply with all applicable laws, rules, and regulations applicable to the use of ARPA Funds.

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

Any litigation under this agreement shall be venued in Dane County, Wisconsin, circuit court.

- B. **No Assignment or Delegation.** Without prior written approval of the Department, no right or duty performed because of the Grant may be assigned or delegated to a third party over which the Grantee does not have direct control and supervision without the prior written approval of the Department. The Grantee is fully responsible for the Activity of any such third party and for ensuring the performance of all its obligations under this Grant in accordance with all relevant laws.

- C. **Independent Contractor.** The Grantee shall perform the services performed resulting from the awarding of the Grant as an independent contractor, and nothing contained in this Agreement shall be construed to create an employer/employee relationship between the parties. The Grantee 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 Grantee.

- D. **Non-Discrimination.** The Grantee agrees that it will not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as defined in s. 5.01(5), Stats., sexual orientation, or national origin in connection with any work performed under this Grant. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. Additionally, the Grantee agrees to comply with all state and federal civil rights laws of the Civil Rights Act of 1964.

- 1) The Grantee agrees that, in accordance with s. 16.765, Stats., the Grantee shall follow all state and federal anti-discrimination laws and equal employment opportunity practices in the administration and delivery of program services to Wisconsin veterans who participate in the Grantee's Ancillary Mental Health Program.
- 2) The Grantee agrees to abide by Section 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. §794, as amended) and implementing Federal regulations. The Grantee assures that any benefits, services, or employment, available through the Grantee to the public by way of this Grant's funds, shall not be denied

persons with handicaps who are otherwise qualified or eligible for the benefits, services, or employment available because of this Grant.

- E. **Indemnify and Hold Harmless.** The Grantee shall indemnify and hold harmless the Department and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or anyone hired by the Grantee, in prosecuting work under the Grant.
- F. **Material Adverse Conditions.** The Grantee has disclosed and will continue to disclose any occurrences or events that could have an adverse material impact on the project. Adverse material impact includes, but is not limited to, lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory interventions, or inadequate funding for the purposes listed in the Grant Application.
- G. **Cancellation.** The Department reserves the right to cancel the Grant in whole or in part without penalty due to non-appropriation of funds or for failure of the Grantee to comply with terms, conditions, and specifications of the terms of the Grant Application and Schedules A and B.

If the Department determines it must cancel this Agreement, Grantee shall be responsible to pay back to the Department for any disbursed funds the Department determines have been misused or misappropriated. Any reimbursement of funds required by the Department shall be due upon the Department's written demand to Grantee.

- H. **Financial Management.** Grantee agrees to maintain a financial management system that complies with the rules, regulations and requirements of the Program funding source described in Schedule B and with standards established by the Department to assure funds are spent in accordance with applicable laws and to assure that accounting records for funds are sufficiently segregated from those of other agreements, programs, and/or projects.

Further, Grantee shall comply with all Audit Requirements as specified in Schedule B.

- I. **Conflicts of Interest and Ethics.** No person who is an employee, agent, consultant, or officer of Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement 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 Grantee by employees of Grantee shall not be considered a conflict of interest, but otherwise employees of Grantee shall be fully bound by this requirement. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines that such exception is in the best interests of the State and is not contrary to state or federal laws. If the Department agrees to make an exception to this requirement, the exception along with the limitations on that exception shall be provided in writing.

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

- J. **Non-Waiver.** No waiver of default by the Department of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Grantee 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 Grantee.
- K. **Reporting Requirements.** The Grantee will assist the Department in making any reports regarding the use of the Grant that the Legislature or other interested parties may require.

The Grantee will provide any reports, documents, or information requested by the Department. This shall include, but not be limited to, a final Service Delivery Report.

After completion of all work required pursuant to this Grant and expenditure of all funds authorized to complete that work, Grantee shall provide to the Department a final grant narrative report. The final grant narrative report shall be completed within 30 days of completion of all work pursuant to this Grant and expenditure of all funds.

The Grantee will assist the Department in making any reports regarding the use of the Grant that the Department, the Legislature, DOA, or other interested parties may require.

The Department reserves the right to suspend payment of funds or recoup paid funds if required reports are not provided to the Department on a timely basis, if there are deficiencies in those reports, or if performance of contracted activities is not evidenced.

If necessary to comply with the HIPAA privacy rule and similar applicable Wisconsin privacy requirements, the Grantee may de-identify any information it discloses before providing it to the Department by following the de-identification standard and implementation specifications in 45 CFR §164.514(a)-(b).

L. **Retention of Records.** As required by the Administrative and Related Records General Records Schedule (RDA Number ADMIN406), Grantee shall maintain all Records for a period of not less than four (4) years after Grantee has completed all activity funded through this Veteran Mental Health Ancillary Mental Health Providers Grant Application. The requirements to maintain all records regarding the Grant shall automatically be extended if the Department notifies the Grantee that the records pertaining to the Grant are being requested by DOA, subject to an Open Records Request, a legislative inquiry, or are the subject of litigation. Should the Department notify the Grantee that any one of these incidents has occurred, the Grantee shall maintain all records regarding the Grant or records created as a result of the Grantee's work resulting from the Grant until such time as the Department in writing authorizes that the Grantee no longer needs to retain those records.

M. **Maintenance of Fund in Separate Account.** The Grantee shall maintain grant funds in a separate account subject to audit by the Department. The Grantee agrees to maintain

records as required by the Department concerning the Grantee's expenditure of grant moneys and agrees to cooperate fully in any review and audit of grant expenditures. In addition to any other legal remedies available to the Department, the Department may recoup any grant funds awarded if the Grantee does not comply with the audit.

N. **Non-Variation.** The Parties agree that the terms of this Agreement may not be modified, altered, amended, or otherwise changed except upon written consent by each of the Parties hereto.

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

P. **Compliance with all Laws.** The Grantee shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect while the Grantee performs work pursuant to this Grant and which in any manner affect the work or its conduct. The Department may take enforcement action, including but not limited to, recouping past payments, suspending, or canceling the Grant, if the Grantee violates any applicable federal and state law, local law, ordinance, regulation, or requirement, or does not follow applicable guidance from the Department.

In particular, the Grantee understands and acknowledges that all records pertaining to this Grant, are subject to Wisconsin Public Records law, Wis. Stat. §§ 19.31-19.39. The Grantee will fully cooperate with any request the Department makes to the Grantee for records pertaining to its work under the Grant should the Department receive an Open Records Request for any records pertaining to the Grantee's work pursuant to this Grant that are held by the Grantee.

Q. **No Lobbying.** The Grantee agrees that no grant appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, any member of the

Wisconsin Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan, or cooperative agreement. The Grantee 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.

R. **Notice and Demand Clause.** Notices and demands required or permitted to be given hereunder must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, addressed to:

1) **Wisconsin Department of Veterans Affairs:**

Amy Millard
Printed Name

PO Box 7843
Street Address

Madison, WI 53707
City, State, Zip Code

2) **Grantee:** To the individual and at the address that the Grantee provided upon submitting the Grant Application.

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, or (iii) one (1) working day after such notice or communication is sent by overnight courier. Either party may change his, her or its address or the person to whom a notice or other communication is sent to, by giving advance written notice of such change to the other party.

S. **Entire Agreement.** The Grant Application, along with Schedules A and B, constitutes the entire agreement between the Department and the Grantee and supersedes all proposals or prior agreements, oral or written and all other

communications between the parties relating to the subject matter of this Grant.

Anytime that this Schedule A uses the term “Agreement” it is fully incorporates the Grant Application along with Schedule B.

If there is a conflict between this Schedule A, Schedule B, or the Grant Application (along with supporting documentation submitted by the Grantee to DVA), the controlling document in the following order shall be:

- 1) Schedule B.
- 2) Schedule A.
- 3) The Grant Application, along with the supporting documentation submitted by the Grantee to DVA.

T. **Ambiguities.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No provision of this Agreement will be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

U. **Period of Performance.** If awarded a Grant the Period of Performance and effective date of the award shall be the date the authorized representative of the Veterans Mental Health Provider signs the award document through one-year from that date.

Unless approved by the Department, the Grantee may not expend funds either before or after the effective date of the award.

V. **Counterparts and Electronic Signature Authorization.** A signed copy of the Grant Application 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 Grant Application. The Grant Application may be

conducted by electronic means and the Grant Applicant authorize that their electronic signatures act as their legal signatures of the Agreement if the Grant Applicant is awarded a Grant. The Grant Application will be considered signed by the Grant Applicant when that Grant Applicant's electronic signature is transmitted. Such signature shall be treated as having the same effect as an original handwritten signature.

W. **Duly Authorized Signatories.** The person signing and submitting the Grant Application represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Grant Application on behalf of the Grantee. The person signing and submitting the Grant Application represents, warrants, and certifies that the execution and delivery of the Grant Application and the performance of such party's obligations hereunder have been duly authorized by the Grant Applicant and that if the Grant Application results in the applicant being awarded a Grant, the person signing and submitting the Grant Application is duly authorized to bind the Grantee to the terms and conditions of this Agreement and acknowledges that the terms and conditions of the Grant Application create a binding contractual obligation and are binding on the Grantee and enforceable in accordance with its terms if the Grantee is awarded a Grant.

X. **Limitation on Use of Funds.** In addition to other limitations on the use of funds, Grantee may only use funds:

- 1) To serve a veteran who satisfies either of the following conditions:
 - Are serving in the national guard of any state or a reserve component of the U.S. armed forces.
 - Served on active duty in the U.S. armed forces, forces incorporated as part of the U.S. armed forces, a reserve component of the U.S. armed forces, or the national guard of any state and was discharged under conditions other than dishonorable.
- 2) To serve a veteran who is a current resident of Wisconsin.

- 3) To perform the Ancillary Mental Health Program for Wisconsin veterans outlined within the approved application.
- 4) Consistent with what the Grantee stated it would do within the Grantee's approved application, unless such use of funds would result in violation of any of the permitted uses of the funds contained in numbers 1 – 3 immediately above.

At the Department's request, the Grantee shall pay back any portion of funds that are not eligible for reimbursement under ARPA or rules, regulations, or guidance promulgated to implement ARPA nor any other applicable law.

At the Department's request, the Grantee will pay back any portion of funds use or committed in material breach of the Grant Application, along with Schedules A and B.

- Y. **Allocation Amount.** The Department's contribution to the total cost of Grantee's performance of its duties under this Agreement shall not exceed the amount this Agreement states will be awarded to the Grantee in the award letter.
- Z. **Publicity.** Grantee will not use the name, logo, or trademarks of the Department, or issue any press release or public announcement regarding this Agreement or any aspect of this Grant, without the Department's written consent, unless required by Law.
- AA. **Disputes.** Disputes by either party relating to this Veteran Mental Health Ancillary Mental Health Providers Grant and Grantee's work performed pursuant to it should first be addressed to the individual listed in the Notice and Demand Clause (Letter R). A good faith dispute creates an exemption to prompt payment.

After attempting to resolve the dispute, the Grantee hereby agrees that any action, proceeding or claim arising out of or relating in any way to this Veteran Mental Health Ancillary Mental Health Providers Grant 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 Grantee

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 either Party may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to the other Party at the address set forth in the addresses listed in the Notice and Demand Clause (Letter R). Such mailing shall be deemed personal service and shall be legal and binding upon either Party in any action, proceeding or claim.

BB. Severability. If any provision of this Agreement, 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 remainder of this Agreement.

If any provision of this Agreement thereof to the Grantee 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 Grant Application, along with Schedules A and B, and the application of such provision to other circumstances shall not be affected by such invalidity or unenforceability.

CC. Failure to Perform. The Department reserves the right to suspend payment of funds or recoup paid funds if required reports are not provided to the Department on a timely basis, if there are deficiencies in those reports, or if performance of contracted activities is not evidenced.

Schedule B
Veterans Mental Health Ancillary Treatment Program Grant Application

Federal Compliance Requirements

If the applicant is awarded a Grant, the Grantee agrees that its acceptance of the grant funds creates a contractual obligation that binds it to the following Terms and Conditions:

Grantee 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. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

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

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines 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, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
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; or
 - g. A management official or other employee of Grantee, DVA or DOA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. Grantee 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), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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

E. Hatch Act. Grantee 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, Grantee provides the following assurances with respect to the operation of its Program:

- a. Grantee will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- b. Grantee acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee’s programs, services, and activities.
- c. Grantee agrees to consider the need for language services for LEP persons when Grantee 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. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
- e. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances a-d above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Grantee and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 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. Grantee 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. Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.

3. Grantee 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. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
5. If the Grantee makes sub-awards to other agencies or other entities, Grantee is responsible for ensuring that grantees also comply with Title VI and other applicable authorities covered in this document. Grantee must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of 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>