

# **Wisconsin Violence Prevention Priorities Granting Program**

## **Attestation of Compliance with Federal Terms and Conditions**

### **GRANTEE/SUBRECIPIENT REPRESENTATIONS AND WARRANTIES**

In addition to the other provisions of this Agreement, Subrecipient hereby warrants and represents:

- a) All information disclosed by Subrecipient to DOA in the course of its evaluation of Subrecipient's eligibility for funds is complete and accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.
- b) Subrecipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on Subrecipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.
- c) Subrecipient has all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.
- d) Neither Subrecipient, nor any individual owning 50% or more of Subrecipient, is listed on the Wisconsin Department of Revenue Delinquent Taxpayer List or the Wisconsin Department of Workforce Development Debarred Contractors List.
- e) Subrecipient is not listed on the DOA's Ineligible Vendors Directory.
- f) Subrecipient and each of Subrecipient's officers, directors, and each of its employees who will perform work funded with the grant award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- g) Grantee has not had a public transaction terminated for cause or default during the four years preceding Grantee's execution of this Grant Agreement.

The above warranties and representations are true and accurate as of the date this Agreement is executed by the parties and shall survive the termination thereof.

In the event DOA discovers that any of the above is false or misleading in any material respect, or if Subrecipient becomes non-compliant with any of the above from activity that took place during the Performance Period, Subrecipient shall immediately notify the Department and the Department may exercise all remedies available to it, including but not limited to termination of this Agreement and recoupment of the Grant Award. DOA's rights to recoupment as set forth herein shall survive the termination of this Agreement.

### **APPLICABLE LAWS, RULES, AND REGULATIONS**

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. Subrecipient shall be responsible for ensuring that its uses of the ARPA Funds under this Agreement comply with all applicable laws, rules, and regulations. In addition, Subrecipient agrees to comply with all federal requirements listed in Attachment B. Specifically, as further specified in Attachment B, Subrecipient and Subrecipient's, successors, transferees, and assignees 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 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 Agreement.

### **NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

In connection with the performance of work under this Agreement, Subrecipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Subrecipient further agrees to take affirmative action to ensure equal employment opportunities. Subrecipient agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Awards estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by Subrecipient. Within fifteen (15) working days after this Agreement is executed, Subrecipient shall submit the plan to DOA's Division of Enterprise Operations, P.O. Box 7857, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Subrecipient is encouraged to contact this office at (608) 266-2605 for technical assistance on

### **EQUAL OPPORTUNITY REQUIREMENTS**

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

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

### **FINANCIAL MANAGEMENT**

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

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

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

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

**RECORDKEEPING AND PUBLIC RECORDS LAW**

DOA, or any of its authorized representatives, shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on Subrecipient’s premises any directly pertinent records and computer files of Subrecipient involving transactions relating to this Agreement. If the material is held in an automated format, Subrecipient shall provide copies of these materials in the automated format or such computer file as may be requested by DOA. Such material shall be retained until such time as DOA notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Agreement. Subrecipient shall notify DOA 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 Subrecipient of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Subrecipient and shall be reimbursed by DOA.

Pursuant to Wis. Stat. § 19.36(3), all records of Subrecipient that are produced or collected under this Grant Agreement are subject to public disclosure pursuant to a public records law request.

**LOBBYING**

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

By signing below, the applicant and/or fiscal agency associated with application certifies that they have reviewed the abovementioned federal terms and conditions and are in compliance with these requirements in order to accept State and Federal Funds.

**Read and Understood by Authorized Official of Subrecipient:**

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Signature of Authorized Signing Official

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Authorized Signing Official

\_\_\_\_\_

Title

\_\_\_\_\_

Agency Name