



Department of Military Affairs (DMA) Wisconsin Emergency Management (WEM) **Grant Award Terms and Conditions**



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Article I. Compliance with Award Terms and Conditions

Submission of an application constitutes the recipient, subrecipient, and designate project director's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If WEM determines that noncompliance by the recipient or subrecipient (grantee) cannot be remedied by imposing additional conditions, WEM may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the grantee.
- (b) Disallow all, or part of, the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the award.
- (d) Withhold or require enhanced monitoring of future awards made to the agency.
- (e) Take other remedies that may be legally available.

Article II. Notice of Funding Opportunity Requirements

All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference into the Award Terms and Conditions. All grantees must comply with all requirements set forth in the program NOFO.

Article III. Grantee Responsibilities

In accepting this financial assistance award (grant or cooperative agreement), the grantee assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and State executive orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

Article IV. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved in accordance with the term or condition that is the stricter of the two.

Article V. Adherence to Original Project Objectives and Budget Estimates

The grantee is responsible for any commitments or expenditures it incurs in excess of the funds provided by the award. Pre-award costs are those incurred prior to the date of award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of award, and only with the written approval of the authorized official or delegate.

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Article VI. Allowable Activities and Costs

Only activities and expenses that are included in the approved award's application may be allowable for reimbursement by grant funds. All costs must be allowable, allocable, necessary, and reasonable. To be allowable under a grant program, costs must match the grant's approved award and must be incurred and obligated (purchase order issued, class scheduled) within the performance period and payment must be made within 30 days of the grant period end date.

Article VII. Acceptance of Post-Award Changes

In the event WEM determines that changes are necessary to the award document after an award has been executed, including changes to period of performance or Award Terms and Conditions, grantees will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate grantee acceptance of the changes to the award.

Article VIII. Prior Approval and Modifications

All activity and the corresponding incurred expenses must be approved and have a fully executed award agreement prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity. The following require WEM's **advance** written approval:

- (a) Changes to key personnel.
- (b) Changes to the grant period (submitted prior to the approved end date of the grant).
- (c) Changes to the scope, objectives, performance measures, or intent of the approved award.
- (d) Changes to the budget that do not fall within a change to the scope or objective but exceed the approved budget categories by ten percent (10%) of the total award.

WEM will notify the grantee in writing within thirty calendar days after receipt of the request for revision or adjustment whether the request is approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the grantee.

Article IX. Project Income

All income generated as a direct result of a grant-funded project shall be deemed program income. Program income must be used for the purpose of and under the conditions applicable to the award. Program income should be reported as earned and accounted for in your reimbursement request.

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Article X. Procurement

Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable state law and procurement standards.

Article XI. Duplication of Benefits

Any cost allocable to a particular financial assistance award may not be charged to other financial assistance awards. This may include, but is not limited to, shifting costs to overcome fund deficiencies; to avoid restrictions imposed by statutes, regulations, or financial assistance award terms and conditions. However, these prohibitions would not preclude grantees from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

Article XII. Travel Expenses

Grantees shall use their own travel policy and procedures, provided that the policy and procedure conform to applicable state law, unless otherwise stated in the Notice of Funding Opportunity.

Article XIII. Equipment

All personnel who utilize equipment purchased with funds from this grant must receive training either through the equipment vendor or other competent source specific to that piece of equipment before it is put into service. The grantee is required to maintain proper training and inventory records for the appropriate retention period.

Article XIV. Acknowledgement of Funding from WEM

Grantees must acknowledge their use of grant funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with grant funds.

Article XV. Payments and Closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements as well as verification to the best of WEM's ability that all terms, conditions, and requirements have been met. If WEM determines that payment to the grantee was not proper after the payment has been made, WEM will notify the grantee of recoupment in writing after which the grantee has 30 days to repay WEM or appeal the decision.

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Article XVI. Monitoring

- (a) Grantees must complete all required reporting and comply with additional monitoring requirements as stated in the Notice of Funding Opportunity and Award Agreement. WEM may impose additional reporting requirements throughout the grant performance period as needed.
- (b) Grantees must submit timely, complete, and accurate reports to the appropriate WEM contacts and retain backup documentation to support the reports for the applicable records retention period.
- (c) Grantees must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XVII. Maintaining, Retaining, and Access to Records

All grantees, recipients, subrecipients, subgrantees, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

- (a) Grantees must maintain official records of grant related activity, adherence to grant requirements, and grant-funded costs. This includes but is not limited to documentation of actual time and effort of personnel, material and supply purchases, travel expenses, inventory records, management of assets, rationale and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.
- (b) Grantees must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, Department of Military Affairs, and/or Wisconsin Emergency Management.
- (c) Grantees must give access to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities and personnel.

Article XVIII. Best Practices for Collection and Use of Personally Identifiable Information

Grantees who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, driver's license numbers, Social Security numbers, addresses, telephone numbers, credit card information, and/or bank account information.

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Article XIX. Establishment of Safeguards

The grantee shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wis. Stats. §§ 946.10 and 646.13.

Article XX. Nondiscrimination

In connection with the performance of work under this agreement the grantee agrees not to discriminate against any employee or grantee for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5); arrest or conviction record, or sexual orientation, as defined in Wis. Stats. § 111.32(13m); or national origin, ancestry, or marital status. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the grantee further agrees to take affirmative action to ensure equal employment opportunities. The grantee agrees to post in conspicuous places, available for employees and candidates for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Article XXI. Liability

The State of Wisconsin and the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees shall not be liable to the grantee, or to any individuals or entities with whom the grantee contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions, or inactions on the part of the grantee for services rendered pursuant to the Award Agreement. The grantee agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees harmless from all claims or causes of action arising from the performance of this award by the grantee or grantee's agent or employees.

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Article XXII. Termination of Agreement

Any termination of this grant Award Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. This grant Award Agreement may be terminated in whole or in part as follows:

- (a) WEM may terminate this grant Award Agreement at any time for cause by delivering thirty (30) days written notice to the grantee. Upon termination, the awarding agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the awarding agency.
- (b) WEM may terminate this grant Award Agreement at will effective upon delivery of written notice to the grantee, under any of the following conditions:
 - (i) If the awarding agency's funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the grant may be modified to accommodate a reduction or decrease in funds.
 - (ii) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments by this grant.
 - (iii) If any license or certification required by law or regulation to be held by the grantee to provide the services required by this grant award is for any reason denied, revoked, or not renewed.



*Wisconsin Emergency Management is a division of the
Wisconsin Department of Military Affairs*