

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **Minnesota Department of Veterans Affairs** (“State” or “MDVA”) and the **Grantee Name, Address** (“Grantee”).

Recitals

1. Under Minn. Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this Grant.
2. The State is in need of the assistance provided to veterans and their families by Congressionally Chartered Veterans Service Organizations. Pursuant to Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, the Minnesota Department of Veterans Affairs has been directed to provide grants to Congressionally Chartered Veterans Service Organizations.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minn. Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1. **Effective date: July 1, 2015**, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per Minn. Stat. §16B.98, Subd. 11, the Grantee submitted and the State approved a work plan and budget whose expenditures can be reimbursed. Per, Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2. **Expiration date: June 30, 2016**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2. Grantee’s Duties The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct the Congressionally Chartered Veterans Service Organization Grant Project by assisting Minnesota veterans and their families to receive all federal, state, and local benefits to which they are entitled, pursuant to its charter and stated mission.
- 2.3 In order for both parties to better serve Minnesota veterans and their families, when an MDVA employee makes a request for information or assistance from the Grantee’s Claims Office, a response with the information requested shall be provided to the appropriate MDVA staff within two working days.

- 2.4 Upon the conclusion of this Project, the Grantee shall submit a Final Progress and Financial Report to MDVA, which shows all Tasks accomplished and separately accounts for all grant funds expended. If the Grantee is eligible for a grant under this Program in the following fiscal year, MDVA will not enter into a new grant agreement nor issue any payment, until the Final Progress and Financial Report for the current fiscal year has been received and approved. The Grantee must also certify compliance by completing and submitting the Veteran Service Organization Compliance Report, identified as Attachment E which is attached and incorporated into this grant agreement.
- 2.5 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.6 Comply with the requirements specified in the MDVA Grants Manual, identified as Attachment A, which is attached and incorporated into this grant agreement. In the event that any provision of the MDVA Grants Manual (Attachment A) is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.7 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grants Manual (Attachment A), including a final inspection upon program completion.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4. Consideration and Payment

4.1. **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. **Compensation.** The Grantee will be paid on a Reimbursement Basis, as described in the MDVA Grants Manual, Attachment A.

To ensure compliance with the duties listed in Clause 2 "Grantee's Duties," Grantee will complete provided (Microsoft Excel Spreadsheets) Work Plan and Proposed Budget Expenditure Report, identified as Attachment B which is attached and incorporated into this grant agreement, and Progress Report and Final Budget Expenditure Report, identified as Attachment C which is attached and incorporated into this grant agreement. Grantee will submit Attachments B and C to the State consistent with the requirements specified in the MDVA Grants Manual, Attachment A.

4.1.2. **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The Grantee will report travel and subsistence expenses on the Travel Expense Worksheet, identified as Attachment D which is attached and incorporated into this grant agreement, in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB).

Travel and subsistence expenses incurred outside Minnesota is not approved unless the Grantee has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.1.3. **Total Obligation.** The total obligation of the State for all compensation to the Grantee under this grant agreement will not exceed **\$158,406.00 (One Hundred Fifty-eight Thousand Four Hundred and Six Dollars and no cents)**.

4.2 **Payment.**

- 4.2.1. **Payment.** The State shall disburse funds to the Grantee pursuant to this agreement **on a reimbursement basis.** The Grantee shall submit reimbursement payment requests with required expenditure documentation, as defined in the current MDVA Grants Manual, Attachment A, to the State for review and approval. The Grantee shall submit payment requests on a regular basis (i.e. monthly or quarterly).
- 4.2.2. **Eligible Project Costs.** In order to be eligible for Project Grant Funds, cost must be reasonable, necessary, and allocated to the Project, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, and this Grant agreement.
- 4.2.3. **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's Duties, and shall promptly return to the MDVA any funds not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 60 days of the end of the grant period, whichever comes first.
- 4.2.4. **Retainage.** The final reimbursement will be paid out, in accordance with the MDVA Grants Manual, Attachment A, when the State determines that the Grantee has satisfactorily fulfilled all the terms of this agreement, unless otherwise excluded by the State in writing.

4.3 **Contracting and Bidding Requirements.**

- 4.3.1. **Invoices.** Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- 4.3.2. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- 4.3.3. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- 4.3.4. Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.3.5. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5. **Conditions of Payment**

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The Grantee will be bound to the current MDVA Grants Manual, Attachment A as provided by the State.

6. Authorized Representative

The State's Authorized Representative is **Brad Lindsay**, Deputy Commissioner, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12th Street, St. Paul, Minnesota 55155, 651-201-8225, brad.lindsay@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant agreement.

The Grantee's Authorized Representative is **Name, Title, Organization Name, Organization Address**, or his/her successor. If the Grantee's Authorized Representative changes at any time during this Grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1. **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this Grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this Grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4. **Grant agreement Complete.** This Grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9. State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Intellectual Property

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Rights**

10.2.1. **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this Grant Agreement*. The “works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Agreement. “Works” includes documents. The “documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Grant Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the works and documents.

10.2.2. **Obligations**

- 10.2.2.1 **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant agreement, the Grantee will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.
- 10.2.2.2 **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law

11. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this Grant agreement if the State finds that there has been a failure to comply with the provisions of this Grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the Project within six (6) months of the effective date of this Grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this Grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract if:

- 14.3.1. It does not obtain funding from the Minnesota Legislature;
- 14.3.2. Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice

15. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

SAMPLE

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05 Subd. 2 (a) (3).

Signed: _____

Date: _____

SWIFT Contract/PO No(s)._____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE NAME

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative - Photo Copy