 **STATE OF MINNESOTA**

**GRANT AWARD NOTIFICATION**

**Swift Contract Number:** Click or tap here to enter text.

**Instructions:** Instructions for completing this form are in **red**. Fill in every blank and **delete all instructions** before sending this to the grantee. Include an encumbrance worksheet in order to assist with encumbering the money for this award.

If this form does not fit your needs, contact your agency legal counsel, Admin’s Office of Grants Management, or your Assistant Attorney General.

### Grant Award Notification

##### **GRANTEE INFORMATION**

**Organization Name:** Click or tap here to enter text.

**Official (with delegated authority) Name and Title :** Click or tap here to enter text.

**Address, City, State, Zip:** Click or tap here to enter text.

**Email address:** Click or tap here to enter text.

##### **GRANTEE AUTHORIZED REPRESENTATIVE**

**Contact Name:** Click or tap here to enter text.

**Email address:** Click or tap here to enter text.

**Business or Accounting Manager Name :** Click or tap here to enter text.

**Email address:** Click or tap here to enter text.

##### **GRANT PROJECT TITLE**

Click or tap here to enter text.

##### **STATE AUTHORIZED REPRESENTATIVE**

**Contact Name:** Click or tap here to enter text.

**Email address:** Click or tap here to enter text.

##### **AWARD**

**Start Date:** Click or tap here to enter text.

**End Date:** Click or tap here to enter text.

**Award amount**: Click or tap here to enter text.

### Terms of Acceptance

This Grant Award Notification (GAN) is made with respect to the terms and conditions of the application materials for the identified grant project under which the grantee has an approved application and has agreed to the assurances, which are incorporated by reference herein. These materials are referred to as the "Application" throughout this Grant Award Notification (GAN). By accepting this award, the grantee agrees to comply with all provisions of the award including all assurances and certifications made in the Application and all applicable state or federal statutes, regulations and guidelines. The grantee agrees to administer the program in accordance with the approved Application, budget, timelines, and other supplemental information submitted in support of the approved Application. All terms not defined below are as set forth in the Application.

##### **Grant overview and funding purpose**

Provide a comprehensive description of the core functions, activities, tasks, or products associated with the grant award. Include the role of stakeholders.

##### **Reporting Requirements**

1. List all services, goods, products, work product, data, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Grantee in connection with the GAN.
2. List specific and targeted results expected from the activities outlined in the Project Description. Include who the beneficiaries of both the results and the activities are.
3. List important events that must occur at specified points throughout the term of the agreement to effectively achieve goals. Include timelines, dates, or other measurements as appropriate.
4. Outline performance-related reporting requirements and describe the performance measures to be evaluated throughout the grant term.
   1. Identify data points the Grantee must provide.
   2. include method and timeframe for submitting performance reports.
   3. Include outcome measures that represent the ultimate impact.
   4. Include output measures that reflect the Grantee’s activities.
   5. Include notification that, for awards greater than $25,000, a grantee performance evaluation will be posted publicly at <https://osp.admin.mn.gov/granteval/grant-eval-uploader>, per [Minnesota Statute §16B.98, Subd. 12](https://www.revisor.mn.gov/statutes/cite/16B.98#stat.16B.98.12), and [OGM Policy 08-13](https://mn.gov/admin/government/grants/policies-statutes-forms/).
5. If the pre-award risk assessment resulted in any specific conditions, include them here.

##### **Payment conditions and instructions**

All services provided by the Grantee under this 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.

Include sufficient detail about invoicing and payments:

* the frequency with which invoices are required to be submitted.
* how and to whom invoices should be submitted.
* Indicate if any additional or supporting documentation is required to be submitted concurrently.
* Include any other payment specifications.

In accordance with [Minnesota Management and Budget Statewide Operating Policy 0801-01](https://mn.gov/mmb-stat/documents/accounting/fin-policies/chapter-8/0801-01-prompt-payment-policy.pdf), payment shall be made within 30 days following the State’s Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

##### **Monitoring and Financial Reconciliation**

Grantee will comply with [[OGM Policy 08-10: Grant Monitoring](https://mn.gov/admin/government/grants/policies-statutes-forms/)](https://mn.gov/admin/government/grants/policies-statutes-forms/) and cooperate with state agency name for required monitoring visit(s) and shall comply with state agency name requests for supporting documentation for financial reconciliation and other information, before, during and after the visit(s).

##### **Additional conditions**

Insert additional conditions that are the result of special funding requirements or other contract terms not already included. This includes any additional conditions as needed to mitigate any risks identified in the preaward risk assessment.

##### **Work plan and Budget Revisions**

The grantee must receive prior written approval from the State for any changes to the agreed upon work plan, or for budget changes greater than 10 percent of a budget line item. The State is not obligated to approve expenditures incurred on budget line-item changes that exceed 10% of the total award for which prior approval has not been granted. Grantee may not incur expenditures within a budget line item that is not included in the approved budget without the written approval of the State.

##### **Authorized Representative**

The State’s Authorized Representative is Name, title, email address, address, telephone number, or their successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State’s Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee’s Authorized Representative is Name, title, email address, address, telephone number, or their successor. If the Grantee’s Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.

The Grantee must clearly post on the Grantee’s website the names of, and contact information for, the Grantee’s leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

##### **Assignments, Waiver, and Contract Complete**

The Grantee shall neither assign nor transfer any rights or obligations under this Grant Award Notification or Application without the prior written consent of the State, executed and approved by the same parties who executed and approved this agreement, or their successors in office. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State’s right to enforce it. This GAN and Application contain all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant, whether written or oral, may be used to bind either party.

##### **Amendments**

Any amendments to this Grant Award Notification 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 GAN and Application, or their successors in office.

##### **Subcontracting and Subcontract Payment**

A subrecipient is a person or entity that has been awarded a portion of the work authorized by this GAN and Application by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work for this GAN and Application. The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 (a) 1](https://www.revisor.mn.gov/statutes/cite/16B.97#stat.16B.97.4), and other relevant statutes and regulations; and that subaward performance goals are achieved.

During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State’s Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this GAN and Application. No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Award Notification and Application.

The Grantee must pay any subcontractor in accordance with [Minnesota Statutes § 16A.1245](https://www.revisor.mn.gov/statutes/cite/16a.1245).

The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

1. **Termination**
   1. **Termination by the State.**
2. **Without Cause.** Only days of written notice may be negotiated

The State may terminate this grant 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.

1. **With Cause**: Standard and non-negotiable

The State may immediately terminate a grant award if the State finds that there has been a failure to comply with the provisions of this grant, 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.

* 1. **Termination by The Commissioner of Administration** Standard and non-negotiable

The Commissioner of Administration may immediately and unilaterally cancel this grant if further performance would not serve agency purposes or performance under the grant award is not in the best interest of the State.

* 1. **Termination for Insufficient Funding**

The State may immediately terminate a grant if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Award Notification and Application. Termination must be by written 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 dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under a grant award without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Award Notification and Application. The Grantee will be notified in writing of the temporary pause, and the Grantee’s ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Award Notification and Application may resume.

The State will not be assessed any penalty if the grant is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State’s receiving notice.

* 1. Additional termination language may be negotiated on a case-by-case basis as determined by the agency and assistant attorney general or agency legal and financial division consultation.

**State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15*

Print Name:

Signature:

Title: Date:

SWIFT Contract No.

**State Agency**

*With delegated authority*

As representative of the State, I hereby certify that this award notification and release of funds are therefore approved.

Print Name:

Signature:

Title: Date: