STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
Swift Contract Number: Click or tap here to enter text.

This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Commerce ("State") and Give the full name of the grantee including its address ("Grantee").

Recitals

Under Minnesota Statutes § 216C.02, subd. 1 the State is empowered to enter into this Grant Contract Agreement. The State is in need of Add brief narrative of the purpose of the grant. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1. Term of Grant Contract Agreement

1.1 Effective Date
Spell out full date (e.g., September 1, 2026), or the date the State obtains all required signatures, whichever is later.

Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date
Spell out full date (e.g., June 30, 2025), 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 Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Specifications, Duties, and Scope of Work

Specifications, Duties and Scope of Work may be detailed either in Clause 2 of this Grant Contract Agreement or in Exhibit A. If detailed within the body of this Grant Contract Agreement, strike any reference to Exhibit A throughout this document.

The parties will perform the services outlined in Exhibit A: Specifications, Duties, and Scope of Work.

3. Time

The Grantee is required to perform all the duties cited within Clause 2 “Specifications, Duties, and Scope of Work” within the grant period or in the attached Exhibit A, whichever is applicable. The State is not obligated to extend the grant period.

4. Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

4.1 Compensation
The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed $ Total Compensation and Travel Reimbursement, which shall be paid in accordance with the terms outlined in Exhibit B: Payment Schedule, which is attached and incorporated into this Grant Contract Agreement. Payments will not be made if reports or deliverables are past due.

4.2 Administrative Costs
Grantee administrative costs must be necessary and reasonable. Insert specific limits the agency will impose to ensure the state derives the optimum benefit for grant funding. This could include specific caps to administrative costs and provide definitions and clarification of allowable expenses.

4.3 Travel Expenses
Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed $ Insert total travel budget here. If none, insert $0.00. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it 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.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Nonrepresented Employees Compensation Plan required by the Commissioner of Minnesota Management and Budget.

4.4 Invoices
Payments shall be made by the State after the Grantee's presentation of invoices for services performed. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule: Insert invoicing schedule and additional details here or refer to Exhibit B: Payment Schedule.

4.5 Federal Funds Remove if this is not a federal subaward.

A. Payments will be subawarded to the Grantee from Name of federal agency through the Program name, Assistance Listing Number XX.XXX and Federal Award Identification Number XXX.

B. If applicable, the prime award is attached to this Grant Contract Agreement as Exhibit C: Other Provisions. The Grantee is responsible for its compliance with all applicable federal requirements detailed within Exhibit C: Other Provisions. The Grantee accepts full financial responsibility for any reimbursement imposed by the Grantee's noncompliance.

5. Conditions of Payment

The State will issue payment for services actually performed and that meet all terms, conditions, and specifications of the Contract. If the State disputes in good faith or raises questions regarding any portion of the amount owed to the Grantee or if the State otherwise requires any adjustment to an invoiced amount, the State will notify Grantee in writing of the nature and basis of the dispute or adjustment. The Grantee will not receive payment for work that does not meet all terms, conditions, and specifications of the Contract or performed in violation of federal, state, or local law. Additionally, the State has authority to temporarily withhold payments in accordance with Minnesota Statutes, § 15.013 Subd. 7, when there is a credible allegation of fraud under investigation.

5.1 Payment Recoupment
Grantee must repay State upon demand [or State may deduct from future payments under this contract] any improper payments made under this Grant Contract Agreement including:

A. Any amounts paid by State for which Grantee's books, records and other documents required to be maintained by Grantee pursuant to Section 12, State Audit and Section 13, Government Data Practices, are not sufficient to clearly substantiate that those amounts were used by Grantee to perform contract services, in accordance with Section 2, Specifications, Duties, and Scope of Work;

B. Any amount paid by State for services which either duplicate services covered by other grants or contracts, or for any other costs determined by State as non-allowable or ineligible;

C. Any unexpended funds that have not been accounted for in a financial report to the State.

6. Subcontracting and Subcontract Payment

6.1 Subrecipient

A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement 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 under this Grant Contract Agreement.

6.2 Monitoring

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) 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 Grant Contract Agreement.

6.3 Performance

No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performance of the obligations contemplated by the Grant Contract Agreement.

6.4 Payment

The Grantee must pay any subrecipient or contractor for satisfactory work in a timely manner, not to exceed 30 days of receiving reimbursement or payment for services from the granting agency.

6.5 Contractor Restriction

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

7. Contracting and Bidding Requirements

7.1 Formal Notice and Bidding Process: $100,00 threshold

Any services and/or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.

7.2 Obtaining Three Verbal Quotes or Bids: $99,999-$25,000 threshold

Services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids or awarded to a targeted vendor.

7.3 Obtaining Two Verbal Quotes or Bids: $24,999 - $10,000 threshold

Services and/or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

7.4 Targeted Vendors

The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

A. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List

B. Metropolitan Council Underutilized Business Program

C. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory

7.5 Support Documentation
The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.

7.6 Option to Waive Bidding Process
Notwithstanding 7.1-7.4 above, the State may waive bidding process requirements when:

A. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.

7.7 Suspend and Debar
The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota: Suspended and Debarred Vendors, Minnesota Office of State Procurement or by the federal government: Excluded Entity Information.

8. Authorized Representatives

8.1 State
The State's Authorized Representative is Name, title, email address, address, telephone number, or their successor or designee, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement.

8.2 Grantee
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 promptly notify the state.

8.3 Website Posting
The Grantee must clearly post on the Grantee's website the contact information for the Grantee's leadership and contact information for the person(s) responsible for managing and overseeing the Grant Contract Agreement. The grantee further agrees to keep this contact information current and provide a prompt response to public inquiries about the Grant Contract Agreement.

8.4 Address Change
If the Grantee's physical address changes at any time during this Grant Contract Agreement, the Grantee must notify the State's Authorized Representative within 30 days and provide an updated W-9.

9. Assignment, Amendments, Waiver, and Contract Complete

9.1 Assignment
The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

9.2 Amendments
Any amendment to this Grant Contract 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 Contract Agreement or their successors.

9.3 Waiver
If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

9.4 Contract Complete
This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

10. 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 performance of this Grant Contract 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 Contract Agreement.

11. State Audits

Pursuant to Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, in a single location, for a minimum of six years from the expiration or termination of this Grant Contract 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. The state reserves the right to audit records without notice.

State may recover payments as described in Section 5.1, Payment Recoupment, for improper payments discovered during the term of the grant award, during the audit period described in this section, or until expiration of the relevant statute of limitations, whichever is later.

12. Government Data Practices

All data collected, created, received, stored, used, maintained, or disseminated under this grant contract by the State or Grantee are government data as defined in Minnesota Statutes § 13.02, subd. 7. The Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The civil remedies in Minnesota Statutes § 13.08, administrative remedy in Minnesota Statutes § 13.085, and the criminal penalties in Minnesota Statutes § 13.09 apply to the administration 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 promptly 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.

13. Intellectual Property Rights

[Contact your agency's legal division and/or assistant attorney general to complete this section.]

14. Workers' Compensation

The Grantee certifies that it is in compliance with Minnesota Statutes § 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.

15. Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination

16.1 Termination by the State

A. **Without Cause** Only days of written notice may be changed or negotiated.
The State may terminate this Grant Contract Agreement 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.

B. **With Cause** Standard and non-negotiable.
The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract 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.

Per Minnesota Statutes § 16B.991, the State must immediately terminate this Grant Contract Agreement if the recipient is convicted of a criminal offense related to a State grant. "Recipient" includes individuals, entities, and key personnel of entities, including board members, officers, executives, employees, or agents with authority over or access to grant funds, and any individual in a position of fiduciary responsibility related to the grant. Grantee must promptly notify the State if, during this award, any of its employees with access to grant funds is convicted of a criminal offense related to a state grant.

16.2 Termination by the Commissioner of Administration Standard and non-negotiable.
The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

16.3 Termination for Insufficient Funding Can be modified as necessary.
The State may immediately terminate this Grant Contract Agreement 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 Contract Agreement. 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 this Grant Contract Agreement 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 Contract Agreement. 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 Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement 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.

16.4 Additional Termination Language 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.

17. Publicity and Endorsement

17.1 Publicity

Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

17.2 Endorsement

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

18. Data Disclosure

Under Minnesota Statutes § 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.

19. Grant Monitoring and Site Visits

19.1 Grant Monitoring Requirements. The Grantee must comply with Minnesota. Statute. §16B.97 and Office of Grants Management Policy 08-10, which may include, but may not be limited to, the following:

A. One monitoring visit during the grant period if the grant award is $50,000 or higher.

B. Annual monitoring visits during the grant period if the grant award is $250,000 and higher.

C. A financial reconciliation of grant expenditures at least once during the grant period if the grant award is $50,000 and higher. For this purpose, the Grantee must make expense receipts, employee timesheets, invoices, and any other supporting documents available upon request by the State.

19.2 Unannounced Site Visits. The State reserves the right to conduct unannounced site visits.

20. Grantee Operations and Mandatory Disclosures

20.1 Conflict of Interest

Grantee and any subrecipients must maintain written standards of conduct governing conflicts of interest and the actions of its employees and representatives involved in administering any aspect of this grant contract agreement, including the selection and oversight of contracts or subawards or subrecipients. In addition, the grantee must maintain written standards of conduct covering organizational conflicts of interest.

20.2 Complaints
Grantee must maintain a process for receiving, investigating, and resolving complaints regarding the provision of any services outlined in this grant contract agreement, including complaints about potential fraud or unlawful use of state grants administered by Grantee.

20.3 Prevailing Wage
The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

20.4 Paid Leave
The Grantee must be in compliance with MN Paid Leave governed by Minnesota Statutes Chapter 268B, as applicable. The Grantee's employees and agents will not be considered State employees.

20.5 Voter Registration
As applicable, grantee certifies that it will comply with Minnesota Statutes § 201.162 by providing voter registration services for its employees and for the public served by Grantee. Voter registration materials can be found on the Secretary of State's website.

20.6 Grantee Certification
Grantee certifies that none of its employees with access to grant funds, or who holds fiduciary responsibility or authority over the grants, including board members, officers, executives, employees, or agents of Grantee has been convicted of a criminal offence related to a state grant. Grantee must promptly notify the State if, during the course of this award, any of its employees with access to grant funds is convicted of a criminal offense related to a state grant.

20.7 Notification of Unlawful Use of Funds
Grantee must promptly disclose to the State whenever, in connection with this grant award, it has evidence of unlawful use of grant funds, or violations of federal or state law related to this award, including possible fraud or misuse, conflict of interest, bribery, or other financial crimes by personnel of the grantee, subgrantee, subrecipients, or beneficiaries, receiving or soliciting through improper conduct that which they would not otherwise qualify.

21. Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Specifications, Duties, and Scope of Work Strike if not included in contract body.

Exhibit B: Payment Schedule Strike if not required.

Exhibit C: Other Provisions Strike if not required. Exhibit may be used for special funding requirements or other contract terms not already included in this Contract. This includes any additional or unique conditions to mitigate any risks identified in the pre award risk assessment.

21.1 Grant Contract Agreement Signature Page

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

Print Name:

Signature:

Title: Date:

Grantee

With delegated authority

Print Name:

Signature:

Title: Date:

21.2 Exhibit A: Specifications, Duties, and Scope of Work [Strike if included in contract body]

The Grantee shall comply with all applicable grants management policies and procedures, set forth through Minnesota Statutes § 16B.97, subd. 4 (a).

Project Description

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

Deliverables and Milestones

Deliverables:

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 Grant Contract Agreement. These are the outputs of the grant funded work.
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. These are the outcomes of the grant funded work. They may include short, medium, or long-term impacts or changes the grant funding is intended to support or achieve.

Milestones:

1. List important events that must occur at specified points throughout the term of the agreement to effectively achieve outputs and outcomes.
2. Include timelines, dates, or other measurements as appropriate.

Performance Measures

Outline performance-related reporting requirements and describe the performance measures to be evaluated throughout the grant term.

- Identify data points the Grantee must provide.
- Include method and timeframe for submitting performance reports.
- Include outcome measures that represent the ultimate impact (e.g. change or impact of activities)
- Include output measures that reflect the Grantee's activities (e.g. events held, people served)

Include notification that state agencies are required to complete a performance evaluation for all grants and grantees (with noted exceptions). These evaluations include review of a grantee's completion of grant activities, fulfillment of intended outcomes, compliance with requirements of the grant contract agreement, and timeliness. They require an agency to highlight any concerns or termination of the grant contract agreement. 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 Statutes § 16B.98, Subdivision 12 and OGM Policy 08-13. Grantees may respond to agency evaluation and response is retained in grant file.

Specific Conditions

If the pre award risk assessment resulted in any specific conditions, include them here.

Amendment

Any modification to this Exhibit must be agreed upon in writing by both parties prior to implementation.

21.3 Exhibit B: Payment Schedule [Strike if not required]

Include sufficient detail about invoicing and payments:

- The required contents of the invoice sufficient to evidence the expense, and the frequency with which invoices are required to be submitted.
- How and to whom invoices should be submitted.
- Indicate any additional or supporting documentation that is required to be submitted concurrently.
- Include any other payment specifications.

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.

21.4 Exhibit C: Other Provisions [Strike if not required]

Exhibit may be used for special funding requirements or other contract terms not already included in this Contract. **This includes any additional conditions as needed to mitigate any risks identified in the pre award risk assessment.**

If this is a federal subaward, attach either the prime award or the applicable federal flow-down terms.

If using the Risk Plan Template from the OGM Policy 08-06: Pre award Risk Assessment of Potential Grantees toolkit, attach it here.