



Board of County Commissioners Agenda Request

21

Agenda Item #

Requested Meeting Date: August 25, 2015

Title of Item: County VSO Operational Enhancement Grant Program

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Penny Harms		Department: Veterans Service Office
Presenter (Name and Title): n/a		Estimated Time Needed: n/a
Summary of Issue: Aitkin County Veteran Services is eligible to receive a CVSO Operational Enhancement Grant for FY16 in the amount of \$10,000 from the MN Department of Veterans Affairs. The purpose of this grant is to enhance the operations of the Aitkin County Veterans Service Office. The grant can be used for outreach, marketing, transportation, and office equipment.		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: Adopt the attached resolution.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

By Commissioner: xx

20150825-0xx

County VSO Operational Enhancement Grant Program

BE IT RESOLVED by **Aitkin County** that the County enter into the **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following project: **County Veterans Service Office Operational Enhancement Program**. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2013 Chapter 142 Article 4. This grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by **Aitkin County** that the County Veterans Service Officer, **Penny Harms** be authorized to execute the Grant Contract for the above-mentioned program on behalf of the County.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

STATE OF MINNESOTA)
County of Aitkin) ss.
Office of County Auditor,)

I, Kirk Peysar, Auditor, of the County of Aitkin, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 25th day of August A.D., 2015, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Aitkin, Minnesota, this 25th day of August A.D. 2015

KIRK PEYSAR, County Auditor

BY _____, Deputy

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

**COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM
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 Aitkin County, 217 2nd St. NW, Room 130, Courthouse, Aitkin, MN, 56431 ("Grantee").

Recitals

- 1 Under Minnesota Statutes §197.608, as amended by Minnesota 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 enhancing the operation of the County Veterans Service Offices. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
- 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 Minnesota Statutes §16B.98 Subdivision 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 Minnesota Statutes §16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant agreement until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work, except as permitted by Minnesota Statutes §16B.98, Subdivision 11.

- 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 County Veterans Service Office Operational Enhancement Grant Program by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2016, identified as Attachment A, which is attached and incorporated into this grant agreement.
- 2.3 If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2016, Attachment A, they shall submit a written request to the State's Authorized Representative listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

- 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 CVSO Operational Enhancement Compliance Report, 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, Attachment F, which is attached and incorporated into this grant agreement. In the event that any provision of the MDVA Grants Manual, Attachment F is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.7 If at any time during administering the grant, a personal or professional Conflict of Interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing (as provided for in the MDVA Grants Manual, Attachment F, specifically the Conflict of Interest Disclosure Form, Appendix E) to determine if corrective action is necessary.
- 2.8 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 F), 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 an Advanced Payment lump sum of **\$10,000.00** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2016, 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 F.
- 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, or a similar worksheet as provided by the county, 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 are 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 and reimbursements to the Grantee under this grant agreement will not exceed **\$10,000.00 (TEN THOUSAND DOLLARS).**

4.2 Payment

- 4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment as specified in Clause 4.1.3 upon execution of this Grant agreement.
- 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.

4.3 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, or will return payment already received, 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 F as provided by the State.

6. Authorized Representative

The State's Authorized Representative is **Brad Lindsay**, Deputy Commissioner, Minnesota Department of Veterans Affairs, Veterans Services Building, 20 West 12th Street, St. Paul, Minnesota 55155, 651-757-1582, 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 **Penny Harms**, CVSO Aitkin County, 217 2nd St. NW, Room 130, Courthouse Aitkin, MN, 56431, (218) 927-7276, penny.harms@co.aitkin.mn.us, 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.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s): _____

2. GRANTEE: Aitkin County

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.

Grantee: 

Title: Aitkin County Veterans Service Officer

Date: 8-18-15

Grantee: _____

Title: _____

Date: _____

3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

Signed: _____
(With delegated authority)

Title: _____

Date: _____

Distribution:

- Agency
- Grantee
- State's Authorized Representative - Photo Copy

ATTACHMENT A**CVSO Operational Enhancement Grant
Items Approved/Disapproved – FY2016**

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

EQUIPMENT & SUPPLIES	
Monitors and Dual monitor video cards	Teleconferencing equipment
Laptops/Tablet PC's/I-Pad (including accessories)	Paper shredders or shredding contracts
Personal computers - Desktop	TV /DVD combinations
Printers/Scanners	Mobile broadband data access device/Hotspot (No monthly contracts or fees.)
Cellular Phones/Smart Phones	Fax machines and installation of initial phone line (No monthly contracts or fees.)
Photo copiers (or 12 month lease) (Including user maintenance agreements.)	Digital Cameras
Digital Video Recorders	Digital Projectors – LCD/DLP
Office Supplies related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, etc.).	Office Furniture that <i>is necessary</i> and is directly related to a computerization, organization and enhancement efforts (such as required furniture for new/increased staff, computer desk, printer stand, filing cabinets, etc.).
Headsets – Phone ONLY	Label printers and supplies

SOFTWARE	
Veterans Information/Case Management Systems and Software (Including user maintenance agreements.)	

MARKETING	
Marketing expenses (Display boards, radio airtime, TV airtime and newspaper ads, billboards, CVSO shirts & jackets <i>(Must display the LinkVet logo)</i>)	Publicity Items (<i>Magnets, Brochures, Challenge Coins – must include reference to LinkVet</i>)

VETERAN SERVICES	
Expenses related to the goal of reducing Veteran homelessness <i>(Must be pre-approved)</i>	Staff expenses for new/increased staff or to fund staff that were previously hired utilizing this grant that provide direct services to veterans.
Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO. <i>(Must be pre-approved)</i>	Travel expenses related to MACVSO / MDVA/ USDVA sponsored training events. <i>(Including transportation, lodging and registration fees)</i>
Expenses related to the transportation of Veterans needing to access their benefits <i>(Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.)</i>	Required NACVSO Accreditation/CEU/CVA Training – Must provide a “Certificate of Completion” after training. <i>(Transportation, Lodging and Registration)</i>
Medical expenses to pay for 2 nd opinions on previously denied VA disability claims.	Expenses related to “Outreach” such as benefits fairs, town halls and seminars. <i>(Refreshments & food over \$500.00 must be pre-approved)</i>
Expenses related to the reintegration of returning service members <i>(Including travel expenses to official reintegration events)</i>	Employee Meals related to official travel for required training are allowable as specified in Chapter 15 – Expense Reimbursement per the State of Minnesota “Commissioner’s Plan” located at www.mn.gov/mmb Website.
Veteran Medallion Samples (VA Marker) <i>(three sizes) to display in the office</i>	Expenses related to the Transportation of Veterans needing to access their benefits <i>(Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.)</i>
Medical expenses to pay for 2 nd opinions on previously denied VA disability claims.	Expenses related to the collaboration with other social service agencies , educational institutions, and other community organizations for the purposes of enhancing services offered to veterans. Note: A detailed Account Activity Statement including 1) Veteran Name, 2) Total Dollars, 3) Payee info and 4) Description is required for the Final Closeout Report.

Also Approved:

- Reference materials (medical dictionaries, VA rules and regulations manuals, etc.).
- Up to one year of extended warranties/extended maintenance contracts on equipment and related software purchased during this grant cycle ONLY.

***NOTE: The maximum purchase price for certain items does NOT include tax or shipping charges.**

Items Not Approved:

- Direct assistance payments to veterans, their survivors or dependents.
- Payments made to a third party on behalf of a veteran, their survivors or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc.

Attachment E

CVSO Operational Enhancement Grant Compliance Report

I hereby certify that the County Veterans Service Office Operational Enhancement Grant funds received from the Minnesota Department of Veterans Affairs were expended only on items/services that are authorized and specified in the Items Approved/Disapproved list of approved expenditures that has been provided to this county by the Minnesota Department of Veterans Affairs.

As verification of the proper expenditure of these funds, I have attached copies of all paid in full receipts for all purchases made with grant funds. These receipts are in the total amount of \$ _____.

Any remaining grant funds not expended are returned with this report. The check/warrant is made payable to the Minnesota Department of Veterans Affairs in the amount of \$ _____.

All original receipts and accompanying purchase orders will be retained by this county for audit purposes.

Signature of Certifying Official

Date

Print Name

County

Business Phone #

Attachment F

Minnesota Department of Veterans Affairs (MDVA)



GRANTS MANUAL

Fiscal Year 2016 (July 1, 2015 - June 30, 2016)

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I. Introduction

The Finance Division within the Minnesota Department of Veterans Affairs (MDVA) provides contract management services related to grant programs. Contract management ensures oversight of grants for program deliverables and meets the requirements of all federal and state laws and policies including the Department of Administration's Office of Grants Management (OGM) procedures. Contract management aids recipients with financial compliance and ensures program consistency with appropriation law, state statute, grants policies, and approved budgets, work plans and final reports.

The grantee is responsible for establishing and maintaining adequate internal financial control systems that follow generally accepted accounting and auditing principles. Any accounting issues not addressed in this manual are subject to state agency standards as interpreted by the State's internal auditors. All programs are subject to final audit.

The Minnesota Office of Grants Management Policy (OGM) Policy Number 08-10 requires one monitoring visit during the course of the grant period for grants valued at over at \$50,000. Monitoring will take place either at the grantee's office location, the MDVA Saint Paul Office, or via phone. Grantees will be given adequate notice prior to monitoring. The purpose of monitoring is to:

- Resolve problems
- Offer technical assistance
- Review recordkeeping (financial records and associated documentation and procedures)

Note: The MDVA Finance Division reserves the right to monitor grants valued at less than \$50,000.

This manual was developed to help grantees administer their MDVA grants and to provide instruction on reporting eligible program expenses for Advanced Payments and Reimbursement Payment Requests. However, this manual will not be able to address all issues and potential problems that may arise during the completion of the program.

For questions regarding the Grant Agreement, Amendments, Reimbursement Requests and/or Advanced Payment Requests, please contact the MDVA Grants Specialist or the State's Authorized Representative.

II. State Accounting System (SWIFT) Requirements

MDVA processes program reimbursement payments through a system managed by Minnesota Management and Budget (MMB). The preferred method of payment is through the use of an electronic funds transfer (EFT) directly into the grantee's designated bank account. Electronic transfer reimbursements provide timely payments and prevent the loss of checks either in the mail or by misdirection. In order to set up the electronic transfer payment process, please contact MMB at 651-201-8106.

The grantee will also need to request a User ID to access the SWIFT e-Supplier portal to view payment information:

- Go to <http://supplier.swift.state.mn.us>
- At the Supplier Portal - leave the User ID and Password boxes blank
- Click on the 'Vendor Registration Link'
- Enter Vendor Name, Tax Identification Number (TIN) Type & Federal Tax ID and click next
- Enter SWIFT Vendor ID and click 'find' (to find the SWIFT Vendor ID - go to <http://www.swift.state.mn.us/vendors> and enter the vendor number)
- If a user ID exists it will be displayed
- Click on the 'Create new user' button and follow the steps to create a new user password
- An email will be sent with the new User ID and password.

Questions regarding this process can be sent to efthelpline.mmb@state.mn.us.

III. GRANT PAYMENTS

In accordance with the Minnesota Office of Grants Management Policy (OGM) Policy Number 08-08, payments for MDVA grants are reimbursement based unless Advanced Payment is specified in the grantee's Grant Agreement.

A. Reimbursement Payment

When a grant agreement is reimbursement-based, grantees must pay for program expenses prior to seeking grant payment. Eligible expenses are then reimbursed, as outlined the Grant Agreement approved budget.

Reimbursement Payment Requests are submitted to the MDVA Grants Specialist or the State's Authorized Representative monthly, quarterly or as specified in the Grant Agreement.

- Monthly (June, July, August etc.)
- Quarterly (Q1 - Jul-Sep, Q2 - Oct-Dec)

1. **Reimbursement Documents to Be Submitted**

The grantee shall provide to the State the following information to receive grant reimbursement payments, (or as instructed in the Grant Agreement):

- **Program Reimbursement Payment Request Form, Appendix C**

This form must be completed and signed by an individual who is authorized by the organization to submit reimbursement requests.

- **Budget Expenditure Report, Attachment B**

The Budget Expenditure Report, Attachment B, provides the starting budget amounts, the current requested reimbursement amount, and the remaining balance of funds available. The Budget Categories are the same as those from the approved budget. Only approved budget items (expenses) will be eligible for reimbursement.

- **Grant Expense Supporting Documentation**

Expense Supporting Documentation must include all receipts, mileage logs, invoices, and payroll records. This information is required to determine the eligibility of the expenses and to ensure expenses were made within the period eligible for reimbursement.

2. **Final Grant Closeout**

- In accordance with the Minnesota Office of Grants Management Policy (OGM) Policy Number 08-09, grantees are required to submit progress reports at least annually. The Final Report and Budget Expenditure Report, Attachment C, the Veterans Service Organization Compliance Report, Attachment E, and supporting documentation must be submitted within 20 business days after the Grant Agreement Termination Date in order to allow the MDVA Finance adequate time Unit to review the paperwork, notify the grantee of any missing or incomplete documentation, and process the request.
- The final reimbursement will be paid when the State determines that the Grantee has satisfactorily fulfilled all the terms of their grant agreement.

B. **Advanced Payment**

Grantees with an Advanced Payment provision in their Grant Agreement, shall receive a grant payment at the beginning of the grant period. As the grant fund are expended, grantees shall retain their grant expenditure supporting documentation (receipts, invoices, mileage logs, payroll reports and proof of payment) on file.

1. **Advanced Payment Documentation to be Submitted**

Grantees with the provision in their Grant Agreement allowing one or more installment shall receive partial grant payments, usually 50%, at the beginning and again mid-way through of the grant period.

Grant expenditure supporting documentation is provided to the State after each payment installment has been expended, or as specified in the Grant Agreement.

Payment installments following the initial one shall be made by the State to the grantee once the supporting documentation has been reviewed and accepted by the MDVA Grants Specialist or the State's Authorized Representative.

2. Grantee Request for Payment Installment

The grantee shall provide to the State the following information to receive subsequent grant payment installments:

- **Advanced Payment Grant Expenditure Report Form, Appendix D**

Subsequent grant payments shall be made after the above documents have been reviewed and approved by the MDVA Grants Specialist or the State's Authorized Representative.

- **Budget Expenditure Report, Attachment B**

The Budget Spreadsheet provides information on the starting budget amounts, the current budget expenditure amount, and the remaining balance of funds available. The Budget Categories are the same as those from the approved budget. Only approved budget items (expenses) will be eligible for reimbursement.

- **Advanced Payment Supporting Documentation**

Program expenses must be documented with receipts, mileage logs, invoices, and payroll records. This information is required to determine the eligibility of the expenses and to ensure expenses were made within the period eligible for reimbursement.

3. Final Grant Closeout

In accordance with the Minnesota Office of Grants Management Policy (OGM) Policy Number 08-09, grantees are required to submit progress reports at least annually. The Final Report and Budget Expenditure Report, Attachment C, the Veterans Service Organization Compliance Report, Attachment E, and supporting documentation must be submitted within 20 business days after the Grant Agreement Termination Date in order to allow the MDVA Finance adequate time Unit to review the paperwork, notify the grantee of any missing or incomplete documentation, and process the request.

IV. Grant Expense Supporting Documentation

For all grant payments (Reimbursement or Advanced Payment), supporting documentation must explicitly state the date(s) that the services were performed in order to determine the date(s) fall within the period eligible for reimbursement as specified in the Grant Agreement.

Please insure that the following information is clearly indicated:

- Budget Category for the expense (e.g. Personnel, Travel, and Equipment etc.)

- If the documentation (e.g. receipt, invoice) reflects expenses for more than one Budget Category, indicate which budget items are posted to which budget category.
- If the documentation has non-program expenses on it, be sure to line-through the nonrelated expenses.
- All employees working on the grant should track the number of hours. Timesheet elements include the period worked, (date range of work performed), name of the employee, rate of pay, hours worked, and benefit rate.
 - The original time records must be available for review if requested. All vacation (paid time off), sick, and holiday benefits are eligible for reimbursement on a proportional level. Please contact the MDVA Grants Specialist or State's Authorized Representative for more information.

Please send one copy of the reimbursement request to the MDVA Grants Specialist or the State's Authorized Representative by mail, e-mail or as specified in the Grant Agreement).

V. Documents to Be Kept on File

The grantee must maintain all records related to the Grant Agreement including all Grant Agreements, Amendments and correspondence in a separate program file. Program records are required for monitoring/audit purposes and must be readily available for review.

1. Proof of Payment Documentation

It is the grantee's responsibility to maintain Proof of Payment documentation on file throughout the grant period and to make it available whenever requested by the State or as specified in the Grant Agreement.

Proof of payment documentation may include: 1) a copy of a bank statement with small photocopies of cleared checks, 2) an electronic bank statement, 3) a copy of cancelled check(s), or other certified financial records, 4) employee original time records and payroll documentation.

Note: All records related to the program must be retained for a minimum of six (6) years following the end of the grant agreement.

VI. Grantee Errors and/or Missing Supporting Documentation

In the event that the State Authorized Representative has questions concerning whether grant funds have been expended according to the Grant Agreement and/or the required grant supporting documentation is not available upon request, the State may place a "payment hold" on the grantee. No grant payments (Reimbursement Requests or Advanced Payment Request installments) shall be processed until the issue has been resolved to the satisfaction of the State's Authorized Representative.

- A. In the event that the State determines that an expense submitted by the grantee for reimbursement is not "allowed", the State reserves the right to disallow payment for that budget item.

B. Grantee Payment Decision Appeal

In the event a Grantee disputes a payment decision by the State, the Grantee may appeal the decision in writing within 30 days of the State's payment decision. All payment disputes shall be addressed to the MDVA Commissioner or designee.

VII. MDVA Grant Payment Schedule

Grantees may expect to be reimbursed within 30 days of MDVA receiving the complete reimbursement request. The 30-day timeframe begins when a complete and accurate reimbursement request is received by MDVA. If there are errors or if documentation is missing, the 30-day clock does not start until the missing documentation is submitted and/or the errors have been corrected. The 30-day timeframe does not apply when grantees are late, and/or submit multiple Reimbursement Payment Requests at the same time.

VIII. Commissioner's Plan (Travel and Meal Allowances)

In order for travel and meal expenses to be eligible for reimbursement, grantees must submit their mileage and meal activity using the Travel Expense Worksheet (Attachment D) according to the guidelines as stated in the Commissioner's Plan.

Website link for information on meal and mileage rates:

Commissioner's Plan Website (Select Chapter 15 – Expense Reimbursement)

Out of state travel is an ineligible expense unless prior approval is granted by the State's Authorized Representative.

IX. Contact Information

Minnesota Department of Veterans Affairs
Liz Kelly, Grants Specialist
20 West 12th Street, 2nd Floor
St. Paul, MN 55155-4010
Tel: 651-201-8225
Main: 651-296-2562
liz.kelly@state.mn.us

APPENDIX A

Reimbursement Payment Request Grant Expenditure Supporting Documentation Checklist

The checklist contains the items that must be included with the reimbursement request. Please use the checklist to ensure that the payment request is complete.

For all programs, the Grantee must submit the following:

_____ **Reimbursement Payment Request Form, Appendix C**

This document must be dated and signed by an appropriate representative for the grantee. Please complete the form and include the name of the program, the SWIFT purchase order number (300000XXXX), the sequence of the request (for example, the first request would be #1), and the period of time the request covers.

This document must be dated and signed by an appropriate grantee representative.

_____ **Budget Expenditure Spreadsheet, Attachment B and Attachment C**

The Budget Expenditure Spreadsheet is customized to reflect the grantee's individual budget items, allowable expenses and is part of the grantee's Grant Agreement. This will help track budget line items to ensure funding is being expended by budget categories.

The Budget Expenditure Spreadsheet is in Excel format and will be provided to the grantee by the State at the beginning of the grant period.

_____ **Supporting Documentation**

Submit copies of receipts, invoices, mileage logs and signed payroll records. This information is required to determine what part of the program the expenses are being directed to.

_____ **Reimbursement Supporting Documentation**

Grantees shall submit copies of receipts, invoices, mileage logs and signed payroll records when specified in the Grant Agreement. This information is required to determine what part of the program the expenses are being directed to.

_____ **Travel and Meal Logs**

Grantees shall submit a Travel Expense Worksheet, Attachment D, when specified in the Grant Agreement.

The Travel Expense Worksheet, Attachment D, is in Excel format and will be provided to the grantee by the State at the beginning of the grant period.

_____ **Final Report (submitted with the final Reimbursement Payment Request)**

The Final Report format is as specified in the grantee's Grant Agreement.

APPENDIX B

Advanced Payment Grant Expenditure Supporting Documentation Checklist

The checklist contains the items that must be submitted at the end of the grant period or after the grant fund installment has been expended. Please use the checklist to ensure that the payment request is complete.

For all programs, the Grantee must submit the following:

_____ **Advanced Payment Grant Expenditure Report Form, Appendix D**

Please complete the form and include the name of the program, the SWIFT purchase order number (300000XXXX), the sequence of the advanced payment (for example, the first payment would be #1), and the period of time the request covers.

This document must be dated and signed by an appropriate grantee representative.

_____ **Budget Expenditure Spreadsheet, Attachment B and Attachment C**

The Budget Expenditure Spreadsheet is customized to reflect the grantee's individual budget categories, allowable expenses and is part of the grantee's Grant Agreement. This will help track budget line items to ensure funding is being expended by budget categories.

The spreadsheet is an Excel format and will be provided to the grantee by the State at the beginning of the grant period.

_____ **Supporting Documentation**

Submit copies of receipts, invoices, mileage logs and signed payroll records. This information is required to determine what part of the program the expenses are being directed to.

_____ **Travel and Meal Log(s)**

Grantees shall submit a completed Travel Expense Worksheet, Attachment D, when specified in the Grant Agreement.

The Travel Expense Worksheet, Attachment D, is in Excel format and will be provided to the grantee by the State at the beginning of the grant period.

_____ **Final Report (submitted with the final Advanced Payment Request)**

The Final Report format is as specified in the grantee's Grant Agreement.

**APPENDIX C
Reimbursement Payment Request Form**

SWIFT PO Number:	Grantee:	Program Name:
Request Number _____ Period for which funds are being requested: From: _____ / _____ / _____ To: _____ / _____ / _____ Amount of Request \$ _____ Final Request: Y / N	I certify that I am authorized to request funds, and that all services rendered, materials purchased, and expenditures reported are as shown in the attached reimbursement forms. <u>I certify that the expenditures reported have been incurred, are not being reimbursed from another source, and were used exclusively for this program.</u> All original documentation is retained by the grantee in the form of receipts, invoices, proof of payment, and signed payroll records. Copies of these supporting documents are attached as required by State grant management policies.	
	_____ Signature Date	
	_____ Name, Title	
	Daytime Phone Number: _____	
	e-Mail: _____	
Remarks:		

For MDVA Use Only

I have reviewed the evidence provided by the grantee for the goods, materials and/or services presented and they satisfy State requirements for reimbursement under the pass through agreement.	
Reimbursement approved for: \$ _____	Date Received _____ _____ _____
By: _____ Title: _____ Date: _____	
2nd Review	
By: _____ Title: _____ Date: _____	

Please keep originals of invoices and evidence of payment as documentation for payments, along with a copy of this completed form. Records must be retained for six (6) fiscal years from the end of the agreement.

**APPENDIX D
Advanced Payment Grant Expenditure Report Form**

SWIFT PO Number:	Grantee:	Program Name:
Payment Number _____ Period for which advanced payment funds were expended: From: _____ To: _____ Amount of Request \$ _____ Final Request: Y / N	I certify that I am authorized to report these grant expenditures, and that all services rendered, materials purchased, and expenditures reported are as shown within the attached supporting documentation. <u>I certify that the expenditures reported have not been reimbursed from another source, and were used exclusively for this program.</u> All original documentation is retained by the grantee in the form of receipts, invoices, proof of payment, and signed payroll records. Copies of these supporting documents are attached as required by State grant management policies.	
	_____ Signature Date	
	_____ Name, Title	
	Daytime Phone Number: _____	
	e-Mail: _____	
Remarks:		

For MDVA Use Only

I have reviewed the evidence provided by the grantee for the goods, materials and/or services presented and they satisfy State requirements for reimbursement under the pass through agreement.	
Reimbursement approved for: \$ _____	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> Date Received </div>
By: _____	
Title: _____	
Date: _____	
2nd Review	
By: _____	
Title: _____	
Date: _____	

Please keep originals of invoices and evidence of payment as documentation for payments, along with a copy of this completed form. Records must be retained for six (6) fiscal years from the end of the agreement.



APPENDIX E

Conflict of Interest Disclosure Form

This form gives grantees an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist during a grant process. It is the grantee's obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01, Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

If the grantee believes that any actual, potential, or perceived conflicts of interest exists, the grantee must identify that an actual, potential, or perceived conflict exists, but is not required to explain the reason for the conflict of interest on this disclosure form as this form is considered public data under Minn. Statute 13.599- Grants. It is important, whenever possible, that appropriate steps be taken to avoid any actual, potential, or perceived conflicts of interest. The grantee may be asked to discuss the conflict of interest with appropriate agency or grant program personnel. Please read the definition of conflict of interest below and mark the appropriate boxes that pertain to you and your status.

Description of actual, potential, and perceived conflicts of interest:

Actual conflict of interest: An actual conflict of interest shall be deemed to exist when a review of the situation by the grantee or other agency personnel determines that a decision or action by the grantee would compromise a duty to another party.

Potential Conflict of Interest: A potential conflict of interest may exist if a grantee has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Perceived Conflict of Interest: A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist.

As a grantee, I certify that I have read and understand the description of conflict of interests explained above and in OGM Policy 08-01 and (check one of the boxes below):

- I do not have any conflicts of interest.
OR
 I have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.

If at any time during the grant I discover a conflict of interest, I will disclose that conflict immediately to appropriate agency or grant program personnel.

Organization Name: _____

Grantee's Signature: _____

Grantee's Printed Name: _____

Date: _____ County (when applicable): _____

This section to be completed by appropriate agency or grant program personnel (grant program manager and/or grant program supervisor):

I certify that the issue of Conflicts of Interest has been discussed with this grantee and the following actions have been taken:

- Grantee has disclosed no conflict(s).
- Grantee has disclosed an actual, potential, or perceived conflict(s) and after additional discussion and investigation by agency or grant program personnel it was determined that a conflict of interest exists.
- Grantee has disclosed a potential or perceived conflict(s) but after additional discussion and investigation by agency or grant program personnel it was determined that no conflict of interest exists.

Additional Details or Comments from agency or grant program personnel:

Grantee's Signature: _____

Grantee's Printed Name: _____

Date: _____

State Authorized Representative Signature: _____

Date: _____

SWIFT # _____

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