

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF WISCONSIN, DEPARTMENT OF VETERANS AFFAIRS
AND
WISCONSIN DEPARTMENT OF THE DISABLED AMERICAN VETERANS**

This Memorandum of Understanding is made and entered into, between the State of Wisconsin, Department of Veterans Affairs (hereinafter referred to as the “DVA”), and the Wisconsin Department of the Disabled American Veterans (hereinafter referred to as the “WDAV”).

WHEREAS, Wis. Stat. § 45.41(4) authorizes DVA to annually provide a payment of two hundred thousand dollars (\$200,000) to WDAV for the provision of transportation services to Wisconsin veterans;

WHEREAS, consistent with Wis. Stat. § 45.41(4), it is the intention of the parties to this Memorandum of Understanding that the grant provided hereunder shall be used to provide transportation services to Wisconsin veterans;

WHEREAS, WDAV operates its transportation program and provides transportation services under a separate agreement with the U.S. Department of Veterans Affairs, through the Volunteer Transportation Network (VTN);

WHEREAS, this is a one-year grant to provide funding for WDAV to provide transportation services to Wisconsin veterans from July 1, 2024 – June 30, 2025;

WHEREAS, consistent with Wis. Stat. § 45.41(4)(b), WDAV shall maintain records concerning its expenditure of the two hundred thousand dollars (\$200,000) grant and shall provide DVA access to those records upon request of DVA, and DVA may audit those records to ensure that WDAV is using the payment to provide transportation services to Wisconsin veterans.

NOW THEREFORE, in consideration of their mutual and dependent agreements, the parties hereto agree as set forth in the following pages, which are annexed and made a part thereof.

ARTICLE 1: GRANT

The DVA agrees to provide a grant of two hundred thousand dollars (\$200,000.00), to the WDAV in accordance with the terms of this Memorandum of Understanding and the requirements under Wis. Stat. § 45.41(4)(a-b).

ARTICLE 2: WDAV RESPONSIBILITIES

Consistent with Wis. Stat. § 45.41(4)(a-b), the WDAV agrees to ensure that the grant will be used to provide transportation services to Wisconsin veterans. The WDAV will assist the DVA in making any reports regarding the use of the grant that the Legislature or other interested parties may require.

The grant provided pursuant to this Memorandum of Understanding to WDAV shall be for the provision of transportation services to Wisconsin veterans, and all provision of transportation services to Wisconsin veterans pursuant to this grant shall be completed by June 30, 2025.

The WDAV will retain all records regarding the expenditures of the grant for a period of at least six (6) years after the use of the grant funds. Grant funds shall be maintained in a separate account subject to audit by the DVA. The requirements to maintain all records regarding the grant shall automatically be extended if DVA notifies WDAV that the records pertaining to the Grant are subject to an Open Records Request, a legislative inquiry, or are the subject of litigation. Should DVA notify WDAV that any one of these incidents has occurred, WDAV shall maintain all records regarding the grant until such time as DVA authorizes in writing that WDAV no longer needs to retain those records. WDAV understands that pursuant to Wis. Stat. § 45.47, failure to comply with the above requirements, DVA may reduce, suspend, or terminate the grant provided to WDAV. This is in addition to other legal remedies available to DVA.

WDVA will provide the following information, in a manner agreed upon by both the DVA and WDAV, on an annual basis:

1. The number of Wisconsin veterans transported by county;
2. The number of miles the Wisconsin veterans were transported;
3. The number of hours WDAV spent transporting Wisconsin veterans.

ARTICLE 3: DVA RESPONSIBILITIES

DVA agrees to tender the grant no later than June 30, 2024.

ARTICLE 4: SHARED RESPONSIBILITIES

DVA and WDAV agree to coordinate activities so as to minimize interference with each party's duties and to maximize the utility and cost effectiveness of the use of the grant. Both DVA and the WDAV will provide a single contact person for coordination purposes. Such coordination includes, but is not limited to, reviewing grant expenditures, and providing reports and explanations to legislators.

Both Parties shall respect, as far as possible, the privacy rights of all veterans under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its subsequent regulations and any other applicable Wisconsin State law protecting the privacy rights of the Wisconsin veterans transported by WDAV.

ARTICLE 5: MODIFICATIONS

This Memorandum of Understanding may be modified at any time only by mutual written agreement. Amendments shall be in writing and executed by authorized representatives of the parties.

ARTICLE 6: STANDARD TERMS

The Parties recognize that this Memorandum of Understanding is subject to the Wisconsin Public Records Law, Wis. Stat. §§ 19.31-19.39. WDAV will fully cooperate with any request DVA makes to WDAV for records pertaining to this Memorandum of Understanding should DVA receive an Open Records Request for any records pertaining to this Memorandum of Understanding that are held by WDAV.

WDAV shall perform its services hereunder as an independent contractor, and nothing contained in this Memorandum of Understanding shall be construed so as to create an employer/employee relationship between the parties. WDAV shall maintain exclusive control over personnel and salary policies relative to its employees. All salaries, health insurance, retirement benefits, car expenses, worker's compensation, or disability benefits relative to such personnel shall be paid by WDAV.

Separate copies of this Memorandum of Understanding shall constitute original documents, which may be signed separately but which together shall constitute a single Memorandum of Understanding. This Memorandum of Understanding will not be binding on any party until signed by all parties or their representatives.

A signed copy of this Memorandum of Understanding transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Memorandum of Understanding. This Memorandum of Understanding may be conducted by electronic means and the parties authorize that their electronic signatures act as their legal signatures of this Memorandum of Understanding. This Memorandum of Understanding will be considered signed by a party when that party's electronic signature is transmitted. Such signature shall be treated as having the same effect as an original handwritten signature. The parties are not required to sign this Memorandum of Understanding by electronic means or use an electronic signature, but if the parties elect to do so, then each party's authorization is hereby given pursuant to this paragraph.

WDAV agrees that no grant-appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any Wisconsin or federal agency, any member of the Wisconsin Legislature or United States Congress, or an employee of a member of the state or federal Legislature in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement. WDAV further agrees that no grant-appropriated funds will be used to contact or urge the public to contact, members or employees of any legislative body for the purpose of proposing, supporting, or opposing legislation, or to advocate the adoption or rejection of legislation.

WDAV shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the Period of Performance of this Memorandum of Understanding and which in any manner affect the work or its conduct.

No right or duty in whole or in part of WDAV under this Memorandum of Understanding may be assigned or delegated without the prior written consent of the State of Wisconsin.

WDAV will indemnify and hold harmless the State of Wisconsin and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of WDAV in prosecuting work under this Memorandum of Understanding.

No waiver of default by the DVA of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by WDAV shall be construed or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by WDAV.

The State of Wisconsin reserves the right to cancel this Memorandum of Understanding in whole or in part without penalty due to non-appropriation of funds or for failure of WDAV to comply with the terms, conditions, and specifications of this Memorandum of Understanding.

ARTICLE 7: NOTICES

Unless either party notifies the other party in writing of a change with respect to who should be provided a copy of any notice and/or demand, any notice and/or demand required or permitted to be given hereunder shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, addressed to:

A) DVA:

Amy Millard, Deputy Administrator
Division of Veterans Benefits
Department of Veterans Affairs
P.O. Box 7843
Madison, WI 53707
amy.millard@dva.wisconsin.gov

B) WDAV:

Rob Hilliard, Commander
Wisconsin Department of the Disabled American Veterans
1253 Scheuring Road, Ste. A
De Pere, WI 54115-1070
(920) 240-5441 // rhilliard@dav-wi.org

ARTICLE 8: ENTIRE AGREEMENT

The written Memorandum of Understanding constitutes the entire agreement between the DVA and the WDAV and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Each person signing this Memorandum of Understanding represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Memorandum of Understanding. Each party represents and warrants to the other that the execution and delivery of the Memorandum of Understanding and the performance of such party's obligations hereunder have been duly authorized and that the Memorandum of Understanding is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

In Witness Whereof, the parties hereto have hereunto subscribed their names and dates of said signatures.

Christopher J. McElgunn, Deputy Secretary
Wisconsin Department of Veterans Affairs

Date

Rob Hilliard, Commander
Wisconsin Department of Disabled American Veterans

Date