

**NONPROFIT GRANT PROGRAM
AGREEMENT BETWEEN THE
STATE OF WISCONSIN, DEPARTMENT OF VETERANS AFFAIRS
AND**

This Agreement is made and entered into between the State of Wisconsin, Department of Veterans Affairs (hereinafter referred to as the "Department") and _____, (hereinafter referred to as the "Grantee"), effective on the latest date in the signature block below.

WHEREAS, the Department made available a Request for Grant funding to nonprofit organizations as defined in s. 108.02(19), Stats., to provide financial assistance or other services to veterans and their dependents, and;

WHEREAS, the Grantee submitted a response (application) to the Public Notice announcing grants to nonprofit organizations who provide financial assistance or other services to veterans and their dependents, and;

WHEREAS, the Evaluation Committee, comprised of members of the Board of Veterans Affairs, evaluated Grantee's application against applicable criterion and recommended to the Department Secretary that Grantee receive a grant in the amount of \$ _____ ;

NOW THEREFORE, in consideration of the premises and of their mutual and dependent agreements, the parties hereto agree as set forth herein.

ARTICLE 1: REVIEW

Liaison with the Department will be with Donald Placidi Jr., Administrator, Division of Veterans Benefits, or any individual the Department shall designate from time to time, who will represent the Department's interest in review of quality, quantity, timeliness of services and related considerations as outlined in this agreement.

ARTICLE 2: AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature. The appropriation from which grants are to be made is s. 20.485(2)(tf), Stats. The Department may make grants of up to a total of \$250,000 to nonprofit organizations, as defined in s. 108.02(19), Stats., to provide financial assistance or other services to veterans and their dependents. The maximum amount of a grant that the department may make to any nonprofit organization during any fiscal year is \$25,000.

ARTICLE 3: RESTRICTIONS

Prohibited use of funds: Grant funds shall be used only for the payment or reimbursement of expenses which are reasonable, necessary, and properly assignable to the purposes of the approved grant. Any other use of grant funds is prohibited. Recipient may not use the grant funds to supplant existing employee wages and compensation. A grantee may not use grant funds to purchase capital equipment unless specified in the grant award.

Violation of prohibited use of funds: If Grantee uses grant funds for prohibited activities, the Department may terminate the grant and recover funds previously paid through all available legal means with venue located in Dane County Circuit Court to Grantee for that funding period on a recoupment schedule specified in the grant award.

Funds awarded may be reduced, suspended, or terminated at any time for violations of any terms and requirements of this agreement.

ARTICLE 4: SERVICES

The Grantee agrees to provide the Services, defined as those services outlined in the Request for Grant Funding. Services shall be provided to veterans and their dependents with at least one qualifying term of active duty service for other-than-training purposes under honorable conditions, as reflected on the veteran's military separation document (DD-214), who are also current Wisconsin residents and who either entered active service as a Wisconsin resident (typically reflected by the Home of Record on the DD-214) or have held Wisconsin residency for at least 12 consecutive months after entry or reentry into service, in accordance with Wis. Stat. §§ 45.01(12) and 45.02. "Disabled veteran" means a veteran who is verified by the Department to have a service-connected disability rating of at least 50 percent under 38 U.S.C. § 1114 or 1134, or other provisions on a case-by-case basis as documented on an official U.S. Department of Veterans Affairs (USDVA) disability award letter or rating decision.

ARTICLE 5: PERIOD OF PERFORMANCE

The provision of services covered under this Agreement shall be from the effective date of this Agreement through **June 30, 2020**. If the provision of services cannot be fully implemented by the effective date of this Agreement, the Grantee must return all unused funds to the Department no later than **June 30, 2020**.

ARTICLE 6: ANNUAL REPORT

The Grantee agrees to provide the Department with an annual service delivery report on July 31, 2020, for the period of **October 2019** through **June 30, 2020**. The Grantee also agrees to furnish the Department with any other relevant reports or information pertaining to the provision of services or other accounting concerns described in this Agreement requested by the Department.

ARTICLE 7: EXAMINATION OF RECORDS

The Grantee agrees that the designated agent of the Department will have access to, the right to examine, audit, transcribe and copy any directly pertinent records and computer generated or based information of the Grantee relating to the Agreement which are not privileged and confidential under the rules and regulations of the Department of Veterans Affairs and that it will not withhold any requested records or information. All records pertaining to this agreement shall be maintained for a minimum of three (3) years following the termination date of this agreement.

ARTICLE 8: CANCELLATION

The Department reserves the right to cancel this Agreement in whole and in part without penalty due to nonappropriation of funds or for failure of the Grantee to comply with terms, conditions and specifications of this agreement.

ARTICLE 9: APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin. The Grantee 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 this Agreement and which in any manner affect the work or its conduct.

ARTICLE 10: DISPUTES

Disputes relating to this Agreement should be addressed to Donald Placidi Jr., Administrator, Division of Veterans Benefits, Department of Veterans Affairs, 2135 Rimrock Road, P.O. Box 7843, Madison, Wisconsin 53707-7843. A good faith dispute creates an exemption to prompt payment. With the exception of Administrative Appeals filed by the Grantee with the Department of Veterans Affairs, all disputes shall be venued in Dane County Circuit Court.

ARTICLE 11: NONDISCRIMINATION AND EQUAL OPPORTUNITY

In accordance with s. 16.765, Stats., Grantee may not discriminate in violation of state or federal law and shall follow equal employment opportunity practices in the administration and delivery of program services to eligible applicants.

ARTICLE 12: NOTICES

Notices and demands 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. Grantee

B. Department

Donald Placidi, Jr.
Administrator, Division of Veterans Benefits
Wisconsin Department of Veterans Affairs
2135 Rimrock Road
P.O. Box 7843
Madison, WI 53707-7843

Or at such other address as either party may from time to time specify in writing. All notices and demands hereunder shall be deemed to have been given when deposited in the United States mail, postage prepaid, if the date of deposit is established; provided the notice date shall be extended to the date of receipt upon establishment by addressee or receipt of notice more than two (2) business days after its claimed mailing.

STATE OF WISCONSIN
DEPARTMENT OF VETERANS AFFAIRS

Mary M. Kolar
Secretary-designee

Dated

BY: _____ Dated