

## MINNESOTA DEPARTMENT OF HEALTH

# Grant Agreement

This Grant Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("MDH") and Grantee's Name ("Grantee"). Grantee's address is Grantee's complete address.

## Recitals

1. MDH is empowered to enter into this Grant Agreement under Minnesota Statutes, sections 144.05, 144.0742 program's specific statutory authority to enter into the grant. If applicable.
2. MDH is in need of ... a few sentences describing how the Grant Agreement fulfills the MDH mission and how the grant fulfills the objectives of the incoming grant.
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the activities according to the terms of this Grant Agreement.

## Grant Agreement

### 1. Term of Agreement

#### 1.1. Effective Date

DATE, or the date MDH obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later. Per Minnesota Statutes, section 16B.98, subdivision 7, no payments will be made to the Grantee until this Grant Agreement is fully executed. Grantee must not begin work until this Grant Agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence. No costs may be incurred prior to the Grant Agreement being fully executed.

#### 1.2. Expiration Date

DATE, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

#### 1.3. Survival of Terms

The following clauses survive the expiration or cancellation of this Grant Agreement: Liability; Financial Examinations; Government Data Practices; Tax Compliance Verification; Ownership of Equipment and Supplies; Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue.

### 2. Activities

#### 2.1. MDH's Activities

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

## **2.2. Grantee's Activities**

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this Grant Agreement.

## **3. Time**

Grantee is required to perform all of the activities stated in this Grant Agreement, and any incorporated exhibits, within the Grant Agreement period. MDH is not obligated to extend the Grant Agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the Grant Agreement.

## **4. Award and Payment**

MDH will award funds to Grantee for all activities performed in accordance with this Grant Agreement.

### **4.1. Grant Award**

Reimbursement will be in accordance with the agreed upon budget contained in Exhibit B, which is attached and incorporated into this Grant Agreement.

### **4.2 Administrative Costs**

Grantee agrees that administrative costs must be necessary and reasonable as a condition of this Grant Agreement pursuant to Minnesota Statutes, section 16B.98, subdivision 1. Administrative costs will be reimbursed in accordance with the agreed upon budget.

### **4.3. Travel Expenses**

Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed 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"); or, at the Grantee's established rate (for all travel related costs), whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

### **4.4. Budget Modifications**

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of

MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

#### **4.5. Total Obligation**

The total obligation of MDH for all compensation and reimbursements to Grantee under this Grant Agreement will not exceed \$0.

#### **4.6. Terms of Payment**

##### **4.6.1. Invoices**

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the Grant Agreement.

##### **4.6.2. Matching Requirements**

If applicable, Grantee certifies that the following matching requirement, for the Grant Agreement will be met by Grantee: \$0.

##### **4.6.3. Federal Funds**

Payments under this Grant Agreement will be made in whole, or in part, from federal funds obtained by MDH through the award(s) listed in Exhibit C, including public law and all amendments. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with federal requirements.

#### **4.7. Contracting and Bidding Requirements**

##### **4.7.1. Municipalities**

A grantee that is a municipality, as defined in Minnesota Statutes, section 471.345, subdivision 1, is subject to the contracting requirements set forth under Minnesota Statutes, section 471.345. Projects that involve construction work are subject to the applicable prevailing wage laws, including those under Minnesota Statutes, section 177.41, et. seq.

##### **4.7.2. Non-municipalities**

Grantees that are not municipalities must adhere to the following standards in the event that activities assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids or awarded to a targeted vendor.

- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:
  - 1) Minnesota Department of Administration's [Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/) (<https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>);
  - 2) [Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program](https://mnucp.metc.state.mn.us/) (<https://mnucp.metc.state.mn.us/>); or
  - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](https://cert.smwbe.com/) (<https://cert.smwbe.com/>).
- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
- vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
  - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the Grant Agreement or
  - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.
- viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under Minnesota Statutes, section 177.41 through 177.50.
- ix. Grantee must not contract with vendors who are suspended or debarred in Minnesota or by the federal government. The list of debarred vendors in Minnesota is available at: [Suspended/Debarred Vendors](https://mn.gov/admin/osp/government/suspended-debarred/) (<https://mn.gov/admin/osp/government/suspended-debarred/>). The list of suspended and debarred entities by the federal government is available at [SAM.gov](https://www.sam.gov/) (<https://www.sam.gov/>).

## 5. Conditions of Payment

All activities performed by Grantee pursuant to this Grant Agreement must be performed in accordance with the terms of this Grant Agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance

with all applicable federal, state, and local laws, ordinances, rules, and regulations. Applicable state laws include, but are not limited to, the Minnesota Human Rights Act (Minnesota Statutes, chapter 363A) which prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, gender, identity, sexual orientation, age, marital status, public assistance status, familial status, and disability. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this Grant Agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

## 6. Requirements for Other Legal Agreements

**6.1.** Grantee must utilize a formal legal agreement if it engages with another party to carry out apportion of the activities listed in this Grant Agreement. Grantee must provide timely notice to MDH of any such agreement prior to the other party/ies performing work under this Grant Agreement. Such notice must include the name of the other party; description of the activities to be performed; dates activities will be performed; and the total budget.

**6.2.** Grantee must monitor the activities of the other party/ies to ensure funds are used for authorized purposes; is in compliance with the terms and conditions of the legal agreement, Minnesota Statutes, section 16B.97, subdivision 4(a)(1), and other relevant statutes and regulations; and that performance goals are achieved.

**6.3.** If MDH becomes aware of unsatisfactory performance and or noncompliance, MDH reserves the right to require Grantee to terminate the legal agreement with the other party.

**6.4.** No legal agreement with any other party shall terminate or in any way affect the legal responsibility of the Grantee to MDH for timely and satisfactory performance of the Grant Agreement.

**6.5.** Grantee and the other party must not enter into a legal agreement with vendors who are suspended or debarred by the State of Minnesota or the federal government. The list of debarred vendors in Minnesota is available at: [Suspended/Debarred Vendors](https://mn.gov/admin/osp/government/suspended-debarred/) (<https://mn.gov/admin/osp/government/suspended-debarred/>). The list of suspended and debarred entities by the federal government is available at [SAM.gov](https://www.sam.gov/) (<https://www.sam.gov/>).

## 7. Authorized Representatives

### 7.1. MDH's Authorized Representative

MDH's Authorized Representative for purposes of administering this Grant Agreement is name, title, address, telephone number, and email, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this Grant Agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

### 7.2. Grantee's Authorized Representative

Grantee's Authorized Representative is name, title, address, telephone number, and email, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this Grant Agreement. If Grantee selects a new Authorized

Representative at any time during this Grant Agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via email or letter.

## **8. Assignment, Amendments, Waiver, and Grant Agreement Complete**

### **8.1. Assignment**

Grantee shall neither assign nor transfer any rights or obligations under this Grant Agreement.

### **8.2. Amendments**

If there are any amendments to this Grant Agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

### **8.3. Waiver**

If MDH fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or MDH's right to enforce it.

### **8.4. Grant Agreement Complete**

This Grant Agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

## **9. Liability**

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this Grant Agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this Grant Agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to Minnesota Statutes, chapter 466, or any other statute or law.

## **10. Financial Examinations**

The relevant books, records, documents, and accounting procedures and practices of Grantee and any entity with which Grantee has engaged in carrying out the purpose of this Grant Agreement are subject to examination under Minnesota Statutes, section 16B.98, subdivision 8. Examinations may be conducted by MDH, the Minnesota Commissioner of Administration, the Minnesota State Auditor, Attorney General, or and the Minnesota 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.

## **11. Government Data Practices**

MDH, Grantee, and any other entity that the Grantee has contracted with to fulfill the purpose of this Grant Agreement, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by MDH under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Grant Agreement pursuant to Minnesota Statutes, section 13.05, subdivision 11(a). The civil

remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this clause by either Grantee or MDH.

If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

## 12. Tax Compliance Verification

Pursuant to Minnesota Statutes, section 270C.65, subdivision 3, and all other applicable laws, Grantee consents to disclosure of its Social Security Number (SSN), Individual Tax Identification Number (ITIN), Employer Identification Number (EIN), and Minnesota Tax Identification Number (TIN), all of which have already been provided to MDH, federal and state tax agencies, and state personnel involved in the payment of state obligations. As may be applicable, 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 tax returns and pay delinquent tax liabilities, if any, or pay other state liabilities.

## 13. Ownership of Equipment and Supplies

### 13.1. Equipment

"Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$10,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this Grant Agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

### 13.2. Supplies

"Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of \$10,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

## 14. Ownership of Materials and Intellectual Property Rights

### 14.1. Ownership of Materials

"Materials" is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of this Grant Agreement by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the

request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

## **14.2. Intellectual Property Rights**

Grantee represents and warrants that Materials produced or used under this Grant Agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Grant Agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

## **15. Workers' Compensation**

Grantee certifies that it is in compliance with Minnesota Statutes, section 176.181, subdivision 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by this Grant Agreement and its employees, 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 MDH's obligation or responsibility.

## **16. Publicity and Endorsement**

### **16.1. Publicity**

Any publicity given to the program, publications, or activities performed resulting from this Grant Agreement, including but not limited to, websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this Grant Agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. If federal funding is being used for this Grant Agreement, the federal program must also be recognized.

### **16.2. Endorsement**

Grantee must not claim that MDH endorses its products, services, or activities.

## 17. Governing Law, Jurisdiction, and Venue

This Grant Agreement, amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Grant Agreement, or for breach thereof, must be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 18. Clerical Error

Notwithstanding Clause “Assignment, Amendments, Waiver, and Grant Agreement Complete” of this Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

## 19. Lobbying

**19.1.** Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**19.2.** In accordance with the provisions of 31 USC § 1352, if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.

**19.3.** Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.

**19.4.** By signing this Grant Agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in Minnesota Statutes, section 10A.01, subdivision 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to this Grant Agreement.

## 20. Voter Registration Requirement

Grantee will comply with Minnesota Statutes, section 201.162, by providing voter registration services for its employees and for the public served by Grantee.

## 21. Debarment, Suspension and Responsibility Certification

Federal regulation 2 CFR § 200.214 prohibits MDH from purchasing goods or services with federal money from any party that has been suspended or debarred by the federal government. Similarly, Minnesota Statutes, section 16C.03, subdivision 2, and 16B.97, subdivision 3, provides the Commissioner of Administration with the authority to debar and suspend any party that seeks to contract with MDH.

Anyone may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this Grant Agreement, Grantee certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;
- b) Have not within a three-year period preceding this Grant Agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and
- d) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Grant Agreement are in violation of any of the certifications set forth above.

## 22. Incentives

When included in the approved Work Plan or Budget, the following language applies.

### 22.1. Handling of Incentives

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the provisions outlined in this section.

## 22.2. Separation of duties

More than one Grantee staff person must be involved in the management and handling of the incentives. The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives. The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records. Handoff of incentive from one person to another must be documented.

## 22.3. Distribution of Incentives

Incentives may only be used for approved purposes by MDH.

- a) Only one incentive can be given to an individual per occurrence/event.
- b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.
- c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved work plan. All incentives must be distributed prior to grantee purchasing additional incentives.
- d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the Grant Agreement.
- e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the MDH's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.
- f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

## 22.4. Incentive tracking documentation

The tracking documentation the Grantee is required to maintain must not contain any private data. The tracking system must record the following:

- a) number of incentives on hand, including starting balance and any additional incentives purchased;
- b) description of the incentives;
- c) quantity of incentive(s) distributed to each participant;
- d) the last four digits of any pre-paid card number;
- e) value/amount;
- f) a unique non-identifiable data point for each participant (e.g. case number, file number);
- g) date participant received incentive(s); and
- h) signature of Grantee staff member providing incentive(s) to participant(s).

## **22.5. Reconciliation**

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to MDH's Authorized Representative no less than two weeks after each reconciliation.

## **22.6. Subcontracting/Subgranting**

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

## **22.7. Lost or stolen incentives**

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

## **22.8. Invoicing**

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

## **22.9. Failure to Comply**

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a Grant Agreement for failure to comply with these requirements.

## **23. Conflict of Interest**

Grantee will notify MDH's Authorized Representative when they become aware of any potential, perceived, or actual conflict of interests as it relates to this Grant Agreement.

## **24. Mandatory Disclosures**

An applicant, recipient, or subrecipient of funding under this Grant Agreement must promptly disclose whenever, in connection with this Grant Agreement (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or Minnesota Statutes, chapter 609, or a violation of the civil False Claims Act (31 U.S.C. 329–3733) or Minnesota Statutes, section 609.465 (prohibiting the presentation of false claims to a public officer or body). The disclosure must be made in writing to the Federal agency (if applicable), the Federal agency's Office of Inspector General (if applicable), and MDH. Applicants, recipients, and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2

CFR § 200. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339. (See also 2 CFR § 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

## 25. Whistleblower Protections

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a representative of MDH or a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal or state contract or grant, a gross waste of Federal or state funds, an abuse of authority relating to a Federal or state contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal or state contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 and Minnesota Statutes, section 15C.145 and 181.932 - .935. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

## 26. Suspension for Insufficient Funding

**26.1** In the event of temporary lack of funding or appropriation, MDH may suspend its obligations under this Grant Agreement without terminating it. This suspension will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Agreement. MDH will not be assessed any penalty if the Grant Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**26.2** Grantee will be notified in writing of the temporary suspension, and Grantee's ability to perform under the Grant Agreement will be suspended during this period. MDH will provide reasonable notice to Grantee of the lack of funding or appropriation and shall notify Grantee once funding is restored or appropriated, and at MDH's discretion, performance under the Grant Agreement may resume.

**26.3** MDH may convert the suspension for insufficient funding to termination under clause 27.3. upon written notice to Grantee.

**26.4** Grantee may reject MDH's suspension for insufficient funding by written response to the notice of suspension. If Grantee rejects suspension, the notice of suspension shall be effective as a notice of termination under clause 27.3 with the same effective date as was provided for the suspension.

## 27. Termination

### 27.1. Termination by MDH or Grantee

MDH or Grantee may terminate this Grant Agreement without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

### 27.2. Termination for Cause

MDH may immediately terminate this Grant Agreement if MDH finds 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. MDH 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.

### **27.3. Termination for Insufficient Funding**

MDH may immediately terminate this Grant Agreement if it does not obtain funding from the Minnesota Legislature or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this Grant Agreement. Termination must be by written notice to Grantee; i.e., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available.

MDH will not be assessed any penalty if this Grant Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

### **27.4. Termination by Commissioner of Administration**

The Commissioner of Administration may immediately and unilaterally terminate this Grant Agreement if further performance under the Grant Agreement would not serve MDH's purposes or performance under the Grant Agreement is not in the best interests of the State of Minnesota.

## **Exhibits**

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

1. Exhibit A – Grantee's Activities / Scope of Work
2. Exhibit B – Grantee's Budget
3. Exhibit C – Federal Funds

## **Exhibit C – Federal Funds**

### **Federal Award Information**

#### **Grantee Specific Required Information for Federal Funds**

Grantee's Unique Entity Identifier (UEI) Name

Grantee's Unique Entity Identifier (UEI) Number

#### **Federal Award Required Information**

Name of Federal Awarding Agency

Assistance Listing Name (formerly Catalog of Federal Domestic Assistance, "CFDA")

Assistance Listing Number

Name of Authorizing Act/Law and Year

Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number

Federal Award Date (Date MDH received federal grant)

Award for Research and Development

Project Description

Total Amount of Federal Award Received by MDH

Amount of funding from this federal award MDH is issuing to Grantee

## Terms and Conditions for Federal Awards

**1. Payments.** Payments under this agreement will be made from federal funds obtained by MDH, under the federal award(s) listed above. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with federal requirements.

### 2. Audit Requirements

**2.1.** Grantees that are state or local governments, non-profit organizations, or Indian Tribes:

**2.1.1.** Grantee agrees to:

- i.* obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended (31 U.S.C. ch. 75) and 2 CFR § 200; and,
- ii.* to comply with the Single Audit Act of 1984, as amended (31 U.S.C. ch. 75) and 2 CFR § 200.

**2.1.2.** Audits shall be made annually unless Grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

**2.2.** Grantees that are institutions of higher education or hospitals:

**2.2.1.** Grantee agrees to obtain a financial and compliance audit made in accordance with 2 CFR § 200. The audit shall cover either the entire organization or all federal funds of the organization.

**2.2.2.** The audit must determine whether Grantee spent federal assistance funds in accordance with applicable laws and regulations.

**2.3.** The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

**2.4.** The audit report shall state that the audit was performed in accordance with the provisions of 2 CFR § 200.

**2.4.1.** The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.

**2.4.2.** In addition to the audit report, Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

**2.5.** Grantee agrees that the grantor, Legislative Auditor, State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR § 200.

**2.6.** Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR § 200.

**2.7.** The Statement of Expenditures form can be used for the schedule of federal assistance.

**2.8.** Grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.

**2.9.** Grantee agrees to file required audit reports within nine months of Grantee's fiscal year end. Recipients are required under 2 CFR § 200 to submit one copy of the audit report within 30 days after issuance to the Federal Audit Clearinghouse (FAC) (<https://www.fac.gov/>).

**3. Drug-Free Workplace.** Grantee agrees to comply with the Drug-Free Workplace Act of 1988, which is implemented at 34 CFR § 85, subpart F.

**4. Equal Employment Opportunity.** Grantee agrees to comply with "Equal Employment Opportunity" regulations at 41 CFR § 60.

**5. Cost Principles.** Grantee agrees to comply with the provisions 2 CFR § 200, commonly referred to as the Uniform Guidance, regarding cost principles for administration of this grant award for educational institutions, state and local governments and Indian tribal governments or non-profit organizations.

**6. Rights to Inventions – Experimental, Developmental or Research Work.** Grantee agrees to comply with 37 CFR § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

**7. Clean Air Act.** Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. § 7401, et seq.) and the Federal Water

## MDH GRANT AGREEMENT

Pollution Control Act as amended (33 U.S.C. § 1251, et seq.). Violations shall be reported to the Federal Awarding Agency Regional Office of the Environmental Protection Agency (EPA).

- 8. Telecommunications Certification.** By signing this agreement, Grantee certifies that, consistent with 2 CFR § 200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee will not procure, obtain, or extend or renew a contract to procure or obtain “covered telecommunications equipment or services” (as defined in Section 889 of the Act). Grantee will include this certification as a flow down clause in any contract related to this Grant Agreement.

Minnesota Department of Health  
Grants Office  
[health.grantsoffice@state.mn.us](mailto:health.grantsoffice@state.mn.us)  
[www.health.state.mn.us/about/grants/](http://www.health.state.mn.us/about/grants/)

7/15/25

*To obtain this information in a different format, contact: [health.grantsoffice@state.mn.us](mailto:health.grantsoffice@state.mn.us).*