



Financial Guide for MDH Grants to Community Health Boards

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Purpose

This guide provides a high-level overview of administration of Minnesota Department of Health (MDH) grants to community health boards (CHB) and general information and resources regarding MDH grants management.

Sound management of MDH grants to CHBs is the responsibility of both MDH and the CHB. MDH stewards the funds, assuring that CHBs follow the intended purpose and funding requirements. CHBs must act in a fiscally responsible manner as good stewards of the awarded grant funds. MDH expects that CHBs will:

- Follow standard accounting procedures, such as Generally Accepted Accounting Principles (GAAP) or Generally Accepted Government Auditing Standards (GAGAS) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UG).
- Comply with all applicable state and federal regulations, such as the Minnesota Office of Grants Management (OGM) policies and the federal Uniform Guidance (2 CFR § 200).
- Charge grants for only those activities stated in the grant agreement/amendment and on the approved grant budget (if applicable).
- Spend grant funds responsibly and equitably on allowable items.
- Properly account for expenditures.
- Maintain financial records to support expenditures billed to the grant.
- Meet applicable audit requirements.
- Maintain updated information in SWIFT.
- Inform MDH of any changes in local grants administration.

What is Not Included

You will not find information in this document specific to a particular grant. Each MDH grant program comes with unique funding and reporting requirements. Refer to the MDH grant manager or website for information on a specific grant. See Attachment A: Overview of Common Grants to CHBs for links to MDH grant programs.

Grants Administration at MDH

Approximately 60% of MDH’s funding is distributed through grants and aid to community health boards, tribes, non-governmental organizations and individuals. The following table provides an overview of the various centralized and decentralized grant-related activities at MDH.

Decentralized grant program responsibilities	Centralized MDH responsibilities
<ul style="list-style-type: none"> ▪ Develop RFP and grant terms ▪ Coordinate review teams ▪ Set reporting requirements ▪ Monitor and reconcile grants ▪ Review and approve invoices ▪ Monitor/approve budget modifications 	<ul style="list-style-type: none"> ▪ CHB information (legal name, address, Community Health Services [CHS] administrator, SWIFT vendor number, indirect cost plan, DUNS/UEI number, SAM registration date, etc.) ▪ General ledger review ▪ Encumbrance ▪ Legal grant agreement review ▪ Invoice payment ▪ Grant policy guidance and training

Common Grants to CHBs

The *Major community health board funding sources in Minnesota* is a list of funding (grants) that most, but not all, CHBs receive from MDH. This document is posted at [Funding and the Local Public Health Grant](https://www.health.state.mn.us/communities/practice/lphact/lphgrant/funding.html) (<https://www.health.state.mn.us/communities/practice/lphact/lphgrant/funding.html>). This is not a comprehensive list of all grants available from MDH.

Master Grant Contract

Every five years, MDH enters into a Master Grant Contract with all CHBs which serves as the legal foundation for subsequent MDH Grant Project Agreements. There is no funding attached to this contract. The Master Grant Contract is intended to streamline the grant process between MDH and CHBs. See Attachment A: Sample Master Grant Contract.

Grant Project Agreements

A Grant Project Agreement (which references the Master Grant Contract) outlines allowable or required activities (duties) and funding to CHBs. See Attachment B: Sample CHB Grant Project Agreement Template (including Grant Award Coversheet).

Similarities

Grant project agreements similarities include:

- Offered to CHBs, not individual counties/cities within the CHB
- Linked to the Master Grant Contract
- Indicate an authorized representative for each grant. This authorized representative may be the Community Health Services (CHS) administrator or a program lead
- All grant project agreements will be signed using DocuSign.

Differences

Grant project agreements variations may include:

- Funding source (e.g., federal, state, combination of both, other source)
- Start and end dates (e.g., calendar year, state fiscal year, federal fiscal year)
- Length of the grant (e.g., one year, five years)
- Specific duties/requirements of the funding
- Invoice frequency (e.g., monthly, quarterly, annually)
- Frequency and requirement for reporting on grant-funded activities.

CHB Variations

MDH does not dictate local policies and procedures. CHBs have unique local policies and procedures that may include:

- Person or role with the authority to sign grants (note: By law, the CHS administrator must be identified as an agent of the CHB). This person may be different from the person identified as the authorized representative on the grant agreement

- Local process for reviewing and approving the grant application/budget and Grant Project Agreements with the CHB.

Grant Budgeting

The majority of MDH grant project agreements require the submission of a budget and work plan to explain the proposed use of the grant funds. There are many variations in the format and content of budgets for MDH grants. While MDH strives for consistency, some funding sources require specific variations that do not allow for an agency-wide budget format.

The current MDH grant project agreement requires prior approval from the MDH grant manager for modifications greater than 10 percent of any budget line item in the most recently approved budget. MDH is exploring changes to the budget modification language to reduce the related CHB administrative burden.

Travel

The 2020-2024 CHB Master Grant Contract contains travel reimbursement guidelines that apply to all MDH grants. The CHB will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" released by the Commissioner of Minnesota Management and Budget. The Commissioner's Plan rates can be found [here](#).

Information for Audits

All MDH grant awards come with a cover sheet containing information that a CHB may need for local audits. See Attachment B: Sample CHB Grant Project Agreement Template (including Grant Award Coversheet). Information on the cover sheet includes:

- Grantee Information (name, address, SWIFT vendor number and location code)
- Grant Information (grant project agreement number, start and end dates)
- Funding Information (total amount, amount of state funds, amount of federal funds)
- Federal Funding Information (DUNS/UEI number, indirect cost rate, Assistance Listings Name and Number (formerly CFDA), FAIN number, Federal award date, total federal funds to MDH)

Indirect and Administrative Costs

Overview

MDH recognizes that CHBs incur certain costs that are not easily identified with a particular grant or activity. These costs are often referred to as indirect and administrative costs. In order to comply with Minn. Stat. § 16B.98, subd. 1, MDH limits these costs so that the state derives the optimum benefit for grant funding. Federal and state regulations require that grantees (CHBs) keep indirect costs to a minimum.

Federal regulations allow grantees with a federally negotiated indirect cost rate to bill the agency for indirect costs in an amount up to but not exceeding that rate of the grant's total direct costs. Grantees without a current federally negotiated indirect cost rate are allowed to bill the agency for indirect costs in an amount up to but not exceeding a rate of 10% of the grant's total direct costs. MDH allows up to 10% for State funds as well per internal MDH policy 503.01. Please note, however, that the funding

source (e.g., certain federal funding, private/foundation funding) may not allow, or may limit, indirect costs. CHBs will be informed of these specific restrictions by the MDH grant manager.

MDH developed an *Indirect Cost Guidance for Community Health Boards* (posted here: [Invoice and reconciliation instructions for the Local Public Health Grant](https://www.health.state.mn.us/communities/practice/lphact/lphgrant/invoice.html) (<https://www.health.state.mn.us/communities/practice/lphact/lphgrant/invoice.html>)). This guidance will help CHBs adapt to the MDH policy, differentiate between direct and indirect costs, and properly report costs.

Definitions

Comprehensive definitions and examples are included in the *Indirect Cost Guidance for CHBs* and summarized here:

Direct costs: costs for activities, goods or services that benefit and trace back to a specific projects (often included in budget and invoice line items such as “Salary/Fringe”, “Supplies”, “Contractual”, etc.). As much as possible, grant funds should support direct costs that correspond with program activities.

Indirect costs: costs for activities, goods or services that benefit more than one project and not traced back to a specific program. These costs are often allocated across an entire agency and multiple programs.

Administrative costs: direct or indirect costs. Administrative costs that are for activities, goods or services that can be traced to a specific project are categorized as direct costs. Administrative costs that benefit more than one project and cannot be traced to a specific program are categorized as indirect costs. Grantees should minimize administrative costs so that grant funds support direct costs related to program activities.

An **indirect cost rate:** a percentage used to distribute indirect costs to all of an organization’s programs that benefit from them. Regardless of funding source, MDH allow grantees to use federally negotiated indirect cost rates for their budgeting and invoicing of indirect costs or, if they do not have one, an indirect cost rate of up to 10% of the grant’s total direct costs.

Indirect Cost Reporting

MDH asks each CHB to annually submit an Indirect Cost Questionnaire (or proof of federal indirect cost rate) for all MDH grants. This information will then be used by *all* MDH grant staff and CHBs will no longer need to submit this information for each grant program.

Invoices, Payment and Reporting

Invoices

Request for reimbursement from MDH on grant expenditures occurs through an invoice. Typically, financial transactions occur on a reimbursement basis only. Following are invoicing guidelines/information:

Formatting: Because of funding source requirements, MDH grant programs have a unique invoice format.

Scheduling: MDH prescribes the invoice schedule (monthly, quarterly) in the grant project agreement. For some grants (i.e., LPH Grant, Title V), the CHB chooses the invoice schedule.

Signing: MDH does not dictate the person or role within the CHB with permission to sign the invoice. Invoices can be signed, scanned and returned, an electronic scanned signature can be dropped into the signature line or CHBs can use their own DocuSign system for signing if available.

Policies: In some situations, there are conflicts in county vs. state (and possibly federal) policies regarding allowable invoice expenses. The recommendation would be to follow the stricter policy. For example, CDC does not allow money to be spent on food, so even if county/city policy allows food purchases, CDC funds cannot be used to purchase food.

Cash vs. accrual: Most counties are on an accrual basis. However, specific agencies or programs at the local level may work on a cash basis. Regardless of the situation, apply the chosen method consistently throughout the life of the grant. MDH works with MDH grant staff to assure staff are clear on applying rules that conflict with local policy (e.g. cash vs. accrual).

Corrections: Typically corrections to an invoice error should be made in the subsequent invoice. If the error occurs at the end of a grant cycle or fiscal year, CHBs should work with their MDH grant managers to address the correction.

Payment/Invoice Naming

Grant payments from MDH are done through SWIFT using an electronic fund transfer (EFT). EFTs should include a standardized naming convention indicating the source of the payment. The naming convention assures that MDH grant managers use a standardized format when coding invoices and allows CHBs to identify the funding source of specific grant payments.

About the Naming Convention: MDH grant managers uses the “Invoice Field” in SWIFT to code invoices received from grantees. SWIFT allows for up to 30 characters in the Invoice Field. Each block contains coded information regarding the source of MDH payments. The following are examples of invoice codes:

Invoice Code Example	What This Means
MDH.LPHG.STATE.R.Q22022	This payment is for the Local Public Health grant for the second quarter of 2022. The LPH Grant is state funds. This grantee’s LPH funds are reimbursed on a quarterly basis.
MDH.SHIP.STATE.R.Jan2022	This payment is for the SHIP grant for the month of January 2022. The SHIP grant is state funds and reimbursed on a monthly basis.
MDH.PHEP.93.069.R.Q22022	This payment is for the PHEP grant for the second quarter of 2022. The PHEP grant is federal funds so this code includes the CFDA/Assistance Listing number. PHEP funds are reimbursed on a quarterly basis.

Reporting

For MDH grants, “reports” refer to information that must be submitted to MDH as required by the grant to address progress on grant activities (vs. funding). The grant project agreement details the format, schedule and content of the reports.

Subcontracting

Overview

When MDH enters into a grant project agreement with a CHB, MDH considers it the responsibility of the CHB to assure that they appropriately select and monitor the performance of any subcontractor receiving funding. The funding rules (state or federal) received from MDH follow the money to the CHB and subsequently to its subcontractors. CHB selection and monitoring of subcontracts must include:

- Using sound procurement practices to select subcontractors;
- Monitoring performance of subcontracts before authorizing payment of funds to a subcontractor;
- Reviewing the subcontractors financial and programmatic reports; and
- Evaluating the subcontractor’s milestones and deliverables.
- If subcontracting/sub-granting federal dollars, CHBs should assure these entities are provided the appropriate federal information.

Purpose

The purpose of this section is to clarify MDH definition of “subcontracts” and the role of MDH in monitoring CHB subcontracts. These subcontracting guidelines assure that MDH and its grantees (and subsequent subgrantees/subcontractors) comply with federal (Uniform Guidance, or 2 CFR 200) and state requirements; and create a consistent application of subcontract review/management by MDH grant program managers.

Definition of a Subcontract

The following four scenarios are intended to help clarify “subcontracts” for CHBs. Specific questions related to grants should be directed to the MDH grant manager.

Scenario 1: A multi-county CHB provides funds to individual counties within the CHB—**MDH does NOT consider this a Subcontract.** By statute (Minn. Stat. § 145A), CHBs, including multi-county CHBs, are the legal governing body for local public health in Minnesota. Grant project agreements to local public health should be with the CHB.

- a. These CHBs function through a Joint Powers Agreement (JPA) which will define the relationship of the counties within the CHB.
- b. MDH enters into a grant project agreement with the multi-county CHB.
- c. One of the counties in the CHB serves as fiscal host or the CHB acts as its own fiscal host.
- d. The CHB distributes funds to individual counties within the CHB or uses the funds at the CHB level to provide services across all counties in the CHB.
- e. It is recommended that there be written agreements on the specific distribution of funds. In some cases these written agreements may be termed “contracts” or this may be defined in the CHBs delegation agreement or JPA. The CHBs define the terms of these written agreements.

Scenario 2: Joint application from multiple CHBs with one CHB serving as primary grantee (e.g. SHIP or FHV)—**MDH does NOT consider this a Subcontract.** MDH can only enter into a grant project agreement with one entity. MDH considers these arrangements partnerships, but how these arrangements are handled is up to the individual grant program; and ultimately the CHB signing the agreement is responsible.

- a. One CHB agrees to serve as lead/fiscal host (grantee) for a group of CHBs applying for funding.
- b. MDH enters into a grant project agreement with one CHB (grantee).

- c. Funds are distributed by the grantee to the other CHBs within the project area or used across the entire project area.
- d. The duties in a grant project agreement outline expectations of multiple CHBs involved in the joint project (work plan). All CHBs partnering under the agreement are responsible for carrying out the duties.
- e. It is recommended that there be written agreements on the relationship between the parties. The CHBs define the terms of these written agreements.

Scenario 3: CHB contracting with another CHB for a grant to which only CHBs are eligible (e.g., LPH Grant, PHEP, Title V)—**MDH considers this a Subcontract.** This is a very infrequent scenario. Again, MDH can only enter into a grant project agreement with one CHB. However, because only CHBs are eligible for the funding and one CHB has asked another CHB to carry out those activities, certain procurement practices may not apply.

- a. A CHB enters into a grant project agreement with MDH.
- b. The CHB then enters into an agreement with another CHB to fulfill all, or a portion of, the duties outlined in the grant project agreement.
- c. It is recommended that this include a written agreement between the CHBs outlining expectations. MDH does not define the terms of these written agreements.

Scenario 4: CHB subcontracts with an outside entity (not another CHB) to do a portion of the work—**MDH considers this a Subcontract**—see the following Procedure for MDH Approval of Subcontracts, CHB Responsibilities for Subcontracts and MDH Responsibilities for Subcontracts sections below for more information.

- a. A CHB enters into a grant project agreement with MDH.
- b. The CHB then subcontracts with an outside organization/and or person to fulfill a portion of the duties
- c. Dependent on the source and amount of funding, the subcontracting CHB should follow appropriate procurement procedures in their county/CHB that allow the grantee to justify their selection of a specific subcontractor. For federal funds the federal Uniform Grant Guidance outlines methods and process for subcontractor selection.
- d. It is recommended that this includes a written agreement between the CHB and the subcontractor outlining expectations (e.g., written work plan).

Procedure for MDH Approval of Subcontracts

If the CHB submits a budget to MDH as part of their **grant application or competitive RFP**, they must identify any known subcontracts occurring in the Contractual Services budget line item. The use of contractual services is subject to MDH review and may change based on a final work plan and budget negotiations with the CHB.

For **formula grants**, CHBs must identify any subcontracts occurring as part of carrying out the duties of this grant program on an annual basis prior to the subcontract going into effect. CHBs should refer to their grant project agreements for details. The use of contractual services is subject to MDH review. CHBs submit this information through a form or by e-mail (depending on the grant).

Regardless of the type of application or amount of funding subcontracted, CHBs will submit a list of subcontracts, including the following information: description of contracted services; anticipated contractor/consultant's name (if known) or selection process; length of contracted services; and contracted services budget allocation.

CHB Responsibilities for Subcontracts

- Hold subcontracting entities to the same state and federal requirements as the grantee (CHB).
- Ensure satisfactory performance of all grant duties (including subcontracted activities).
- Assure that all costs billed against the grant are allowable costs.
- Follow its standard procurement practices prior to entering into subcontracts.
- Select only those subcontractors not listed on the state or federal prohibited vendors list.
 - State: Suspended/Debarred Vendor Report (<https://www.mmd.admin.state.mn.us/debarredreport.asp>)
 - Federal: SAM.gov (<https://www.sam.gov>)
- Ensure that subcontracting entities comply with the Minnesota Government Data Practices Act (Minn. Stat. § 13 (<https://www.revisor.mn.gov/statutes/cite/13>)) as it applies to all data created, gathered, generated or acquired under the grant agreement.
- Monitor subcontractor(s) for compliance with applicable state, federal and grant agreement requirements, policies, and procedures.

MDH Responsibilities when a CHB Subcontracts

- Assure that grantee's (CHBs) approved work plan and budget list subcontractor services.
- Approve entering into subcontracts (MDH no longer asking to see the actual subcontract).
- Periodically review subcontracts as part of the grant monitoring process.
- Notify CHBs of their responsibilities when issuing subcontracts.

CHBs can contact their MDH grant managers for general questions related to subcontracting. As the contract is a legal document and MDH does not provide legal advice, the CHB may wish to contact an attorney for advice.

Office of Grants Management Policies

The Minnesota Department of Administration's Office of Grants Management (OGM) standardizes, streamlines and improves the state grant-making practices across state agencies. One tool used by OGM to improve the state's grant-making is the comprehensive grants management policies outlined in Minn. Stat. § 16B.97, subd. 4 (a)(1); online at Grants Management Policies, Statutes and Forms (<https://mn.gov/admin/government/grants/policies-statutes-forms/>). The following grants management policies are applicable to all Executive Branch agencies, boards, commissions, councils, authorities and task forces.

- Policy 08-01: Grants Conflict of Interest
- Policy 08-02: Rating Criteria for Competitive Grant Review
- Policy 08-03: Writing and Publicizing Grants Notices and RFPs
- Policy 08-04: Use of Grant Agreements
- Policy 08-05: Public Comments Concerning Fraud and Waste in State Grants
- Policy 08-06: Financial Review of Nongovernmental Organizations
- Policy 08-07: Single and Sole Source Grants
- Policy 08-08: Grant Payments
- Policy 08-09: Grant Progress Reports
- Policy 08-10: Grant Monitoring
- Policy 08-11: Legislatively Mandated Grants
- Policy 08-12: Policy on Grant Amendments
- Policy 08-13: Grant Closeout Evaluation

MDH revised their policies to assure compliance with OGM policies. Many of these policies are implemented differently based on the type of grantee (non-governmental organization, high-risk agency, etc.). For this reason, CHBs may have exemptions to some of these policies.

Financial Review of CHBs

Office of Grants Management Policy 08-10 and federal guidance requires that MDH conduct a risk assessment of grantees (CHBs) as well as monitoring outgoing grants to CHBs to assure compliance. In 2014, MDH implemented an alternate plan for financial review of CHBs. In 2018, MDH modified that plan to reflect a change in state policy that allows for MDH to monitor a sample of grants when a granting agency (MDH) has multiple grants with the same grantee (CHB).

With this new sampling plan, each CHB receives a general ledger review on one invoice, every other year, on one grant from MDH. The results of these general ledger reviews are available to all MDH grant staff. MDH grants in this sampling plan include:

- State Health Improvement Partnership (SHIP)
- Title V/MCH Block Grant
- Public Health Emergency Preparedness (PHEP)
- Temporary Assistance to Needy Families (TANF)
- Women, Infant and Children Program (WIC)
- Maternal, Infant and Early Childhood Home Visiting (MIECHV)

In addition to the sampling plan, the following items remain:

- MDH WIC completes a financial review every other year on every CHB receiving WIC funding per USDA regulations. Some reviews count toward the sampling plan (i.e., no other grant will be reviewed).
- No general ledger review required of the Local Public Health Grant.
- Individual MDH grant programs may review additional invoices outside of this sampling plan if they identify concerns related to their specific grant or the CHB.

One MDH grant program asks CHBs to submit a general ledger or report from their accounting system for review. General ledgers are unique to each CHB and multi-county CHBs may need to submit multiple general ledgers. CHBs should maintain financial records (including, but not limited to time certifications or time studies, payroll and purchase records) verifying the costs attributable to a specific grant program and made available if requested by the grant program. Following review, MDH submits the approved invoice for payment.

Attachments

Attachment A: Sample Master Grant Contract

Attachment B: Sample CHB Grant Project Agreement Template –
Federal (including MDH Grant Award Cover Sheet)

THIS MASTER GRANT CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Minnesota Department of Health (“MDH”) and XXX Community Health Board (“GRANTEE”), an independent organization, not an employee of the State of Minnesota, address: XXX. Master Grant Contract Number: 12-700-00123.

1. Under Minnesota Statute §144.0742, MDH is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. MDH and GRANTEE anticipate entering into project agreements with respect to one or more individual grant projects.
3. MDH and GRANTEE wish to streamline the project agreements for individual grant projects by incorporating by reference the provisions of this master grant contract.

NOW, THEREFORE, it is agreed:

1. TERM OF AGREEMENT.

1.1. Effective Date. This master grant contract shall be effective on January 1, 2020, or the date MDH obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2, whichever is later. **GRANTEE must not begin work until the STATE'S Authorized Representative has notified GRANTEE that work may commence.**

1.2 Expiration Date. December 31, 2024. MDH will enter into project agreements with GRANTEE for individual grant programs and responsibilities within this aforementioned time frame. The expiration of this master grant contract is not subject to appeal.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this master grant contract: 8. Liability, 9. State Audits, 10. Government Data Practices and Data Disclosure, 11. Ownership of Materials and Intellectual Property Rights, 13. Jurisdiction and Venue, and 14. Disputes.

1.4 Conflict of Terminology: If any term, condition, or provision of this master grant contract is contradictory to or in conflict with any similar term, condition, or provision of a project grant agreement, then the term, condition, or provision of the project grant agreement shall take precedent and control.

2. **GRANT REQUIREMENTS.** Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to GRANTEE, site visits of GRANTEE, programmatic monitoring of work performed by GRANTEE and program evaluation. GRANTEE will not be paid for work that MDH deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
3. **TRAVEL EXPENSES.** GRANTEE will be reimbursed for travel and subsistence expenses 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”). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the 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. **CONTRACTING AND BIDDING REQUIREMENTS.** Per Minnesota Statutes, section 471.345, subdivision 1, GRANTEES that are municipalities must follow the law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statutes, sections 177.41 through 177.44. 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.

5. TERMINATION.

5.1 Termination by the State or Grantee. MDH or GRANTEE may cancel this master grant contract at any time, with or without cause, upon thirty (30) days written notice to the other party.

5.2 Termination for Cause. If GRANTEE fails to comply with the provisions of this master grant contract, MDH may terminate this grant contract without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after MDH mails, by certified mail, return receipt requested, written notice of termination to GRANTEE at its last known address.

5.3 Effect of Termination. If either GRANTEE or MDH exercises its respective right to terminate this master grant contract, with or without cause, or if this master grant contract is otherwise terminated, any individual project grant agreement which incorporates the terms and conditions of this master grant contract shall also be terminated as of the date this master grant contract terminates.

6. ASSIGNMENT. GRANTEE shall not assign or transfer any rights or obligations under this master grant contract without the prior written consent of the STATE.

7. AMENDMENTS. Any amendments to this master grant contract shall be in writing, and will not be effective until the amendment has been fully executed by the same parties who executed the original of this master grant contract, or their successors in office.

8. LIABILITY. Each party shall be responsible for its own acts and behaviors and the results thereof. The liability of GRANTEE is governed by Minnesota Statutes, chapter 466 and other applicable laws. The Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable laws govern MDH'S liability.

9. STATE AUDITS. Under Minnesota Statutes, section 16B.98, subdivision 8, GRANTEE'S books, records, documents, and accounting procedures and practices of GRANTEE, or any other relevant party or transaction, are subject to examination by MDH, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this master grant contract, 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 DATA DISCLOSURE.

10.1 Government Data Practices. GRANTEE and MDH must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the MDH under individual grant project agreements, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by GRANTEE under individual grant project agreements. 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, the 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.

10.2 Data Disclosure. Pursuant to Minnesota Statutes, section 270C.65, subdivision 3, and all other applicable laws, GRANTEE consents to disclosure of its social security number, federal employee tax identification number, and Minnesota tax identification number, all of which have already been provided

to MDH, 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.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

This clause 11 shall not apply to any grant projects involving the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Program and the Title V Maternal and Child Block Grant.

11.1. Except as otherwise required by Minnesota or Federal law, GRANTEE shall own all rights, title and interest in all of the materials conceived or created by GRANTEE, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of individual grant project agreements, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

MDH agrees to, and hereby does, assign all rights, title and interest it may have in the MATERIALS to the GRANTEE. MDH shall, upon request of GRANTEE, execute all papers and perform all other acts necessary to transfer or record GRANTEE'S ownership interest in the MATERIALS.

11.2. GRANTEE represents and warrants that MATERIALS produced or used under individual grant project agreements 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 master grant contract, individual grant project agreements and 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 as necessary and appropriate to obviate the infringement claim. This remedy of MDH shall be in addition to and shall not be exclusive of other remedies provided by law.

11.3. GRANTEE hereby grants to MDH a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, 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 said 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.

12. WORKER'S COMPENSATION. GRANTEE certifies that it is in compliance with Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. 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 MDH'S obligation or responsibility.

13. JURISDICTION AND VENUE. This master grant contract and the project grant agreements, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. To the extent litigation is not prohibited by section 14 of this master grant contract, venue for all legal

proceedings arising out of this master grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

- 14. *DISPUTES.*** Any dispute shall be decided by MDH'S Authorized Representative for the particular grant project agreement that the dispute concerns. MDH'S Authorized Representative will be identified in each grant project agreement between MDH and GRANTEE. If GRANTEE is dissatisfied with the decision of MDH'S Authorized Representative, GRANTEE'S sole and exclusive remedy is an administrative hearing before an administrative law judge under the contested case procedures of the Minnesota Administrative Procedure Act, Chapter 14 of the Minnesota Statutes. Pursuant to Chapter 14, the administrative law judge shall make a report to the Minnesota Commissioner of Health, who shall make the final decision on the contested case. If GRANTEE wishes to request an administrative hearing, GRANTEE must request a hearing in a writing received by MDH within 30 calendar days after GRANTEE'S receipt of the decision of MDH'S Authorized Representative. The decision of the Minnesota Commissioner of Health shall be subject to judicial review as provided in the Minnesota Administrative Procedure Act at Minnesota Statutes, sections 14.63 to 14.69.

15. *OTHER PROVISIONS*

A. Contractor Debarment, Suspension And Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits MDH from purchasing goods or services with federal money from parties who have been suspended or debarred by the federal government. A party 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 master grant contract, GRANTEE certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency; and
2. Have not within a three-year period preceding this grant contract: 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; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government 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 statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant contract are in violation of any of the certifications set forth above.

B. Audit Requirements

1. If the Grantee expends total federal assistance of \$750,000 or more per year, the Grantee agrees to: a) 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. Code Chapter 75) and 2 CFR 200; and, b) to comply with the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.

Audits shall be made annually unless the 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. 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."
3. The audit report shall state that the audit was performed in accordance with the provisions of 2 CFR 200.

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.

In addition to the audit report, the 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.

4. The Grantee agrees that the grantor, the Legislative Auditor, the 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.
5. If payments under this grant agreement will be made from federal funds obtained by the State through the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), the Grantee is responsible for compliance with all federal requirements imposed on these funds. The Grantee must identify these funds separately on the schedule of expenditures of federal awards (SEFA), and must also accept full financial responsibility if it fails to comply with federal requirements. These requirements include, but are not limited to, Title III, part D, of the Energy Policy and Conservation Act (42 U.S.C. 6321 *et seq.* and amendments thereto); U.S. Department of Energy Financial Assistance Rules (10CFR600); and Title 2 of the Code of Federal Regulations.
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.
7. The Statement of Expenditures form can be used for the schedule of federal assistance.
8. The Grantee agrees to retain documentation to support the schedule of federal assistance for at least four (4) years.
9. The Grantee agrees to file required audit reports within nine (9) months of the Grantee's fiscal year end.

2 CFR 200 requires recipients of more than \$750,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132
Attn: Single Audit Clearinghouse

- C. Drug Free Workplace
GRANTEE agrees to comply with the Drug-Free Workplace Act of 1988, as implemented at 34 CFR Part 85, Subpart F.
- D. Lobbying
GRANTEE agrees to comply with the provisions of United States Code, Title 31, Section 1352. GRANTEE must not use any federal funds to pay any person for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress 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.
- E. Equal Employment Opportunity
GRANTEE agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by regulations at 41 CFR Part 60.
- F. Cost Principles
GRANTEE agrees to comply with the provisions of OMB Circular A-21, A-87 or A-122 regarding cost principles for administration of this grant award.
- G. Rights to Inventions – Experimental, Developmental or Research Work
GRANTEE agrees to comply with 37 CFR, Part 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.
- H. 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 Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- I. No Smoking
With respect to facilities over which GRANTEE has control, GRANTEE shall comply with the Minnesota Clean Indoor Air Act.
- J. No Conflict of Interest
GRANTEE hereby assures that no interest exists, directly or indirectly, which could conflict in any manner or degree with GRANTEE'S performance of services required to be performed under this master grant contract or individual project grant agreements.

16. Authorized Representatives.

16.1 STATE'S Authorized Representative. The MDH'S Authorized Representative for purposes of administering this master grant contract is DeeAnn Finley, Planning Director State, Community Health Division, PO Box 64975, St. Paul, MN 55164, 651-201-4551, deeann.finley@state.mn.us or their successor.

16.2 GRANTEE'S Authorized Representative. GRANTEE'S Authorized Representative is XXX, CHS Administrator, or their successor. GRANTEE'S Authorized Representative has full authority to represent GRANTEE in fulfillment of the terms, conditions, and requirements of this master grant contract. If GRANTEE selects a new Authorized Representative, GRANTEE must immediately notify the MDH.

IN WITNESS WHEREOF, the parties have caused this master grant contract to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed this master grant contract on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title:
Date:

By (authorized signature)
Title:
Date:

2. STATE AGENCY:

Master grant contract approval as required by Minnesota Statutes §§16A.15 and 16C.05.

By (authorized signature)
Title:
Date:

Minnesota Department of Health Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Grant Manager name, grant manager phone number, grant manager email

Grantee SWIFT Information	Grant Project Agreement Information	Funding Information
Name of MDH Grantee: Enter Grantee's Name	Grant Project Agreement Number: Enter Agreement Number	Total Grant Funds (<i>all funding sources</i>): \$0.00
Grantee SWIFT Vendor Number: Enter SWIFT Vendor ID SWIFT Vendor Location Code: Enter SWIFT Location Code	Period of Performance Start Date: Period of Performance End Date:	Total State Grant Funds: \$0.00 Total Federal Grant Funds: \$0.00

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per [2 CFR § 200.332](#). Please keep a copy of this cover sheet with the grant project agreement.

Grantee Data Universal Numbering System (DUNS) Name and Number / Unique Entity Identifier (UEI) Name and Number (effective April 2022)	DUNS/UEI Name: The name listed here must match registered name in DUNS. If you do not have this information, contact the grantee. DUNS/UEI Number: If you do not have this information, contact the grantee.
Grantee's Approved Indirect Cost Rate for the Grant	This might be the Grantee's federally negotiated indirect cost rate, or their <i>de minimis</i> rate
Is The Award for Research and Development?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Project Description	Description is required under Federal Funding Accountability and Transparency Act (FFATA)

Name of Federal Awarding Agency	
Assistance Listing Name and Number (formerly <i>Catalog of Federal Domestic Assistance, "CFDA"</i>)	Assistance Listing Name: Assistance Listing Number:

Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	
Federal Award Date <i>(Date MDH received federal grant)</i>	
Amount of funding from this federal award MDH is issuing to Grantee:	\$0.00
Total Amount of Federal Award Received by MDH	\$0.00

Minnesota Department of Health Community Health Board Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health (“MDH”) and Community Health Board Name and Address, an independent organization, not an employee of the State of Minnesota, address Insert complete address, (“Grantee”).

Recitals

1. MDH is empowered to enter into this grant project agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#) and insert the program’s specific statutory authority to enter into the grant and brief program description. ;
2. MDH and Grantee have entered into Master Grant Contract number 120XXXX (“Master Grant Contract”) effective January 1, 2020 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. Grantee represents that it is duly qualified and willing to perform the duties described in accordance with the terms of this grant project agreement. Pursuant to [Minn. Stat. § 16B.98](#), subd 1, Grantee agrees to minimize administrative costs as a condition of this grant project agreement.

Grant Project Agreement

NOW, THEREFORE, it is agreed:

1. **Incorporation of Master Grant Contract**
All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. **Term of Agreement**
 - 2.1. *Effective date*
This grant project agreement shall be effective on Select the date, **or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5(a), whichever is later. Grantee must not begin work until this grant project agreement is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.**
 - 2.2. *Expiration date*
Select the date, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.
3. **Grantee’s Duties and Responsibilities**
The Grantee shall: Typically Exhibit A will list duties.

4. Consideration and Payment

4.1. *Consideration*

MDH will compensate for all services performed by Grantee under this grant project agreement as follows:

4.1.1. *Compensation*

Compensation will be in accordance with the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant project agreement.

4.1.2. *Budget Modifications*

If applicable, modifications greater than 10 percent of any budget line item in the most recently approved budget (incorporated in Exhibit B or as listed in 4.1.1.) requires prior written approval from MDH and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from MDH, provided that such modification is indicated on submitted reports and that the total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed in 4.1.3 *Total Obligation*.

4.1.3. *Total Obligation*

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed \$0.00.

4.2. *Terms of Payment*

4.2.1. *Invoices*

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and MDH's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Will typically include invoicing schedule.

4.2.2. *Matching Requirement*

This will remain if match is required. Grantee certifies that the following matching requirement, for the grant, will be met by Grantee: \$0.00.

4.2.3. *Federal Funds*

Payments under this grant project agreement will be made from federal funds obtained by MDH through Title insert number, Assistance Listing (formerly known as CFDA) number insert of the insert name of law Act of insert year, including public law and all amendments. The Notice of Grant Award (NGA) number is insert. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. Conditions of Payment

All services provided by Grantee pursuant to this grant project agreement must be performed to the satisfaction of MDH, as determined in the sole discretion of its Authorized Representative.

Further, all services provided by Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.

6. Ownership of Equipment

Disposition of all equipment purchased under this grant project agreement shall be in accordance with [2 CFR § 200](#). For all equipment having a current per unit fair market value of \$5,000 or more, MDH shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by MDH. This right will normally be exercised by MDH only if the project or program for which the equipment was acquired is transferred from one grantee to another.

7. Authorized Representatives

7.1 *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant project agreement is insert name, title, address, telephone number, and e-mail, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services 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 insert name, title, address, telephone number, and e-mail, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

8. Termination

8.1 *Termination by the MDH or Grantee*

MDH or Grantee may cancel this grant project agreement at any time, with or without cause, upon 30 days written notice to the other party.

8.2 *Termination for Cause*

If Grantee fails to comply with the provisions of this grant project agreement, MDH may terminate this grant project agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after MDH mails, by certified mail, return receipt requested, written notice of termination to Grantee at its last known address.

8.3 *Termination for Insufficient Funding*

MDH may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written or facsimile notice to Grantee. 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 services satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant project agreement is terminated because of the decision of the

Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide the Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

9. Publicity

Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, 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 shall identify MDH as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by MDH’s Authorized Representative. As federal funding is being used for this grant project agreement, the federal program must also be recognized.

If applicable, insert the conditions of publicity associated with the funding source. If not applicable, this paragraph will be deleted.

10. Clerical Error

Notwithstanding the Master Grant Contract Agreement, MDH reserves the right to unilaterally fix clerical errors contained in the Grant Contract Agreement without executing an amendment. Grantee will be informed of errors that have been fixed pursuant to this paragraph.

11. Telecommunications Certification

By signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

12. Voter Registration Requirement

This will only be included for grant agreements using **ANY** state funds issued to:

- community-based agencies defined as local government, city, county or township, and Tribal Nations; or
- non-profit organizations.

For additional information on Voter Registration, see “[Voter Registration Language](#)” on [Grants Central](#).)

Grantee will comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

13. Other Provisions

This will include other specific program requirements, federally required or not, that are not already covered in the Master Grant Contract for Community Health Boards. If there are no other provisions, delete this section.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____

SWIFT Contract & Initial PO: _____

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

If including duties as Exhibit A or and/or budget as Exhibit B, they will be added here. If not, this section will be deleted.

Exhibit A – Grantee’s Duties / Scope of Work:

Exhibit B – Grantee’s Budget: