# Minnesota Department of Health

# Grant Award Cover Sheet

**NOTE:** THIS GRANT AWARD COVER SHEET, FORMERLY A STAND-ALONE DOCUMENT, IS NOW INCLUDED AS THE FIRST TWO PAGES IN EACH GRANT AGREEMENT AND AMENDMENT TEMPLATE. SEE BELOW FOR INFORMATION ON WHEN IT IS REQUIRED AND WHEN IT IS OPTIONAL.

**INSTRUCTIONS:** FILL IN ALL BLANKS AND DELETE ALL INSTRUCTIONS. INSTRUCTIONS ARE IN RED TEXT.

**WHEN THIS COVER SHEET IS REQUIRED:**

* IF GRANTEE **IS RECEIVING FEDERAL FUNDS,** SEND THIS ENTIRE FORM TO GRANTEE WITH THE **FULLY EXECUTED**

COPY OF THEIR **GRANT AGREEMENT.**

* **IF GRANTEE IS A COMMUNITY HEALTH BOARD (CHB), REGARDLESS IF THEY ARE RECEIVING STATE OR FEDERAL FUNDS,** SEND THIS COVER SHEET WITH THEIR **FULLY EXECUTED** COPY OF THEIR GRANT PROJECT AGREEMENT, AWARD LETTER, OR AMENDMENT

**WHEN THIS COVER SHEET IS OPTIONAL:** GRANT MANAGERS ARE ENCOURAGED TO ALWAYS SEND THE GRANT AWARD COVER SHEET WITH GRANT AGREEMENTS, AWARD LETTERS, OR AMENDMENTS, BUT IF GRANTEE IS NOT A CHB, AND GRANTEE IS NOT RECEIVING FEDERAL FUNDS, THIS FORM IS OPTIONAL AND ITS PAGES CAN BE DELETED FROM THE TEMPLATE.

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

**ATTACHMENT:** Grant Agreement

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

|  |  |  |
| --- | --- | --- |
| Grantee SWIFT Information | Grant Agreement Information | Funding Information |
| **Name of MDH Grantee:**You can find this information on the first page of the grant agreement | **Grant Agreement/Project Agreement Number:** You can find this information in the grant agreement header | **Total Grant Funds *(all funding sources):*****$**This is the total dollar amount of state AND federal funds being awarded to Grantee under the grant agreement. |
| **Grantee SWIFT Vendor Number:**You can find this on the encumbrance worksheet**SWIFT Vendor Location Code:** You can find this on the encumbrance worksheet | **Period of Performance Start Date:** This is the “effective date” in the grant agreement. Effective date is the datelisted on the grant agreement OR the date all signatures are collected and the agreement is fully executed, whichever is later.**Period of Performance End Date:**This is the “expiration date” in the grant agreement. | **Total State Grant Funds: $**This is the total dollar amount of state funds being awarded to Grantee under the grant agreement.**Total Federal Grant Funds: $**This is the total dollar amount of federal funds being awarded to Grantee under the grant agreement. |

DELETE THE FOLLOWING SECTION IF NO FEDERAL FUNDS ARE BEING AWARDED TO GRANTEE.

# Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the award is being shared with you per 2 CFR 200.331. Please keep a copy of this cover sheet with the grant project agreement.

|  |  |
| --- | --- |
| Grantee Data Universal Numbering System (DUNS) Name and Number | **DUNS Name:** The name listed here must match registered name in DUNS. If you do not have this information, contact Grantee.**DUNS Number:** If you do not have this information, contact Grantee. |
| Grantee’s Approved Indirect Cost Rate forthe Grant | This might be Grantee’s federally negotiated indirect cost rate, or their *de minimis* rate |
| Is The Award for Research and Development? | * Yes
* No
 |
| Project Description | Description is required under Federal Funding Accountability and Transparency Act(FFATA) |

IF GRANTEE IS RECEIVING FEDERAL FUNDS FROM MORE THAN ONE FEDERAL PROGRAM, CUT AND PASTE THE TABLE BELOW AND COMPLETE FOR EACH FEDERAL FUNDING SOURCE.

|  |  |
| --- | --- |
| Name of Federal Awarding Agency | You can find this in MDH’s notice of award from the federal awarding agency. If you do not have access to this information, your program or division can assist you. |
| CFDA Name and Number*(Catalog of Federal Domestic Assistance)* | **CFDA Name:** You can find this in the grant agreement/grant project agreement**CFDA Number:** You can find this in the grant agreement/grant project agreement |
| Federal Award Identification Number (FAIN)/ Grantor’s Pass-through Number | You can find this in MDH’s notice of award from the federal awarding agency. If you do not have access to this information, your program or division can assist you. |
| Federal Award Date*(Date MDH received federal grant)* | You can find this in MDH’s notice of award from the federal awarding agency. If you do not have access to this information, your program or division can assist you. |
| Total Amount of Federal Award Received by MDH | You can find this in MDH’s notice of award from the federal awarding agency. If you do not have access to this information, your program or division can assist you. |

# 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 Insert name of Grantee (“Grantee”). Grantee’s address is Insert complete address.

# Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. § 144.0742 and Insert the program’s specific statutory authority to enter into the grant.
2. MDH is in need of Add 1-2 sentences describing the overall purpose of the grant.
3. The vision of the Department of Health 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 duties described in this agreement to the satisfaction of MDH. Grantee agrees to minimize administrative costs as a condition of this grant pursuant to Minn. Stat. § 16B.98, subd 1.

# Grant Agreement

## Term of Agreement

### Effective Date

Spell out the full date, e.g., January 1, 2020, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later. Per Minn. Stat.

§ 16B.98, subd 7, no payments will be made to the Grantee until this grant contract is fully executed. Grantee must not begin work until this contract is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.

### Expiration Date

Spell out the full date, e.g., December 31, 2020, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

### Survival of Terms

The following clauses survive the expiration or cancellation of this grant contract:

8. Liability; 9. State Audits; 10. Government Data Practices and Data Disclosure; 11. Ownership of Equipment; 12. Intellectual Property; 14. Publicity and Endorsement; and

16. Governing Law, Jurisdiction, and Venue.

## Grantee’s Duties

Grantee, who is not a state employee, shall: Provide sufficient detail in the duties so MDH and Grantee are clear on expectations, results and outcomes. Programs are reminded to include appropriate grantee duties related to equity. Grantee’s Duties can be done by:

* 1. **Internal List**

Listing Grantee’s duties, deliverables, and completion dates with precise detail here

or

* 1. ***External Exhibit/Attachment***

Use an Exhibit/Attachment that contains the precise duties and deliverables. You must indicate that the Exhibit is incorporated into the agreement, such as “Perform the duties specified in Exhibit A which is attached and incorporated into this grant agreement.”]

## Time

Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence, and 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.

Grantee is required to perform all of the duties recited above within the grant period. MDH is not obligated to extend the grant period.

## Consideration and Payment

### Consideration

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

### Compensation.

Grantee will be paid Explain how Grantee will be paid—examples: an hourly rate of $X.00 for up to a maximum of Y hours, not to exceed $X\*Y.00 and travel costs not to exceed $Ƶ.00.” Or, if you are using a breakdown of costs as an attachment, use the following language, “according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this agreement.”

### Total Obligation

The total obligation of MDH for all compensation and reimbursements to Grantee under this agreement will not exceed $0.00 insert amount in numerals.

### 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”). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it 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.

### Budget Modifications

Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1.1 and 4.1.3 or incorporated in Exhibit B) 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, loss of funds, or both. 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 4.1.2

### Terms of Payment

* + 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: Example: “Upon completion of the services,” or if there are specific deliverables, list how much will be paid for each deliverable, and when. MDH does not pay merely for the passage of time.

### Matching Requirements

If applicable, insert the conditions of the matching requirement. If not applicable, please delete this entire matching paragraph. Grantee certifies that the following matching requirement, for the grant will be met by Grantee:

### Federal Funds

Include this section for all federally funded grants; delete it if this section does not apply. Payments under this agreement will be made from federal funds obtained by MDH through Title insert number, CFDA number insert number 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 number. 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. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by MDH to Grantee. In the event of such a termination, Grantee is entitled to payment, determined on a pro rata basis, for services satisfactorily performed

### Contracting and Bidding Requirements

* + 1. ***Municipalities***

A grantee that is a municipality – defined as a county, town, city, school district or other municipal corporation or political subdivision of MDH authorized by law to enter into contracts - is subject to the contracting requirements set forth under Minn. Stat. § 471.345. Projects that involve construction work are subject to the applicable prevailing wage laws, including those under Minn. Stat.

§ 177.41, et. seq.

### Non-municipalities

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

* + - 1. Any services or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under Minn. Stat. ch. 16B.
			2. 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.

* + - 1. 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.

* + - 1. 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 (<http://www.mmd.admin.state.mn.us/process/search/>);
				2. Metropolitan Council’s Targeted Vendor list: Minnesota Unified Certification Program (<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://www.stpaul.gov/departments/human-rights-equal- economic-opportunity/contract-compliance-business- development/central](https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central).
			2. 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.
			3. 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.

* + - 1. 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 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.
	+ - 1. Projects that involve construction work of $25,000 or more, are subject to applicable prevailing wage laws, including those under [Minn. Stat.](https://www.revisor.leg.state.mn.us/statutes/?id=177.41)

[§§ 177.41](https://www.revisor.leg.state.mn.us/statutes/?id=177.41) through [177.44](https://www.revisor.leg.state.mn.us/statutes/?id=177.44).

* + - 1. Grantee must not contract with vendors who are suspended or debarred in Minnesota. The list of debarred vendors is available at:<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

## Conditions of Payment

All services provided by Grantee pursuant to this 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. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, 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.

## Authorized Representatives

### State’s Authorized Representative

MDH’s Authorized Representative for purposes of administering this 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 agreement. If the services are satisfactory, MDH’s Authorized Representative will certify acceptance on each invoice submitted for payment.

### 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 agreement, Grantee must immediately notify MDH in writing, via e-mail or letter.

## Assignment, Amendments, Waiver, and Grant Agreement Complete

### Assignment

Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MDH.

### Amendments

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

### Waiver

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

### Grant Agreement Complete

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

## 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 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 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 Minn. Stat. ch. 466, or any other statute or law.

If your grant is with Hennepin County Medical Center (HCMC) use the Liability language below and delete the entire Liability paragraph above and delete these instructions.

Each party’s liability shall be governed by the provisions as set forth in Minnesota Statutes Chapter 466 and other applicable laws, rules, and regulations.

## State Audits

The relevant books, records, documents, and accounting procedures and practices of Grantee and any other party are subject to examination under Minn. Stat. § 16B.98, subd. 8, by MDH and the Minnesota State Auditor or 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.

## Government Data Practices and Data Disclosure

### Government Data Practices

Grantee and MDH must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided by MDH under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement Pursuant to Minn. Stat. § 13.05,

subd. 11(a). The civil remedies of Minn. Stat. § 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.

### Data Disclosure

Grantee consents to disclosure of its social security number, federal employee tax identification number, or Minnesota tax identification number--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to Minn. Stat. § 270C.65, subd. 3, and all other applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

If your grant is with Hennepin County Medical Center (HCMC) use the Data Disclosure language below and delete the entire Data Disclosure paragraph above and delete these instructions.

Pursuant to Minnesota Statutes section 270C.65, subdivision 3, and all other applicable laws, the 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 the State, to 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 state tax returns and pay delinquent state tax liabilities, if any.

## Ownership of Equipment

If this grant agreement disburses **any** federal funds, select option #1 and delete option #2. If this grant agreement disburses only state funds, select option #2 and delete option #1. **Option #1:** Disposition of all equipment purchased under this grant 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. **Option #2:** 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. 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.

## Ownership of Materials and Intellectual Property Rights

### Ownership of Materials

MDH 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 this grant agreement, 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”).

Grantee hereby assigns to MDH all rights, title and interest to the materials. Grantee shall, upon request of MDH, execute all papers and perform all other acts necessary to assist MDH to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under this grant agreement by Grantee, its employees or subgrantees, individually or jointly with others, shall be considered “works made for hire” as defined by the United States Copyright Act. All of the materials, whether in paper, electronic, or other form, shall be remitted to MDH by Grantee. Its employees and any subgrantees shall not copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of Grantee’s obligations under this grant agreement without the prior written consent of MDH’s Authorized Representative.

### 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.

## Workers’ Compensation

Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 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.

## Publicity and Endorsement

### Publicity

Any publicity given to the program, publications, or services provided resulting from this grant 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 the sponsoring agency and shall not be released without prior written approval by MDH’s Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

### Endorsement

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

## Termination

### Termination by MDH or Grantee

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

### Termination for Cause

If Grantee fails to comply with the provisions of this grant agreement, MDH may terminate this grant 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.

### Termination for Insufficient Funding

MDH may immediately terminate this 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 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 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.

## Governing Law, Jurisdiction, and Venue

This grant agreement, and 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, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

(If this grant agreement disburses any federal funds, delete the following section as Lobbying with federal funds is covered in Other Provisions. If this grant agreement disburses ONLY state funds, include the following section and delete Other Provisions.)

## Lobbying

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy 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.

## Other Provisions

If this grant agreement disburses **any** federal funds, **all** of the following provisions must be included. Delete this entire clause (#18) if the grant agreement disburses **only** state funds.

### Contractor Debarment, Suspension and Responsibility Certification

Federal regulation 2 CFR Part 200.12 prohibits MDH from purchasing goods or services with federal money from vendors who have been suspended or debarred by the Federal Government. Similarly, Minnesota Statutes, section 16C.03, Subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with MDH.

Vendors 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:

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 governmental department or agency;
2. Have not within a three-year period preceding this 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;
3. 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 of 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

1. 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.

### Audit Requirements

* + 1. For Grantees that are state or local governments, non-profit organizations, or Indian Tribes***:***
			1. If Grantee expends total federal assistance of $750,000 or more per year, 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.C. ch. 75) and 2 CFR Part 200; and,

b) to comply with the Single Audit Act of 1984, as amended (31 U.S.C. ch. 75) and 2 CFR Part 200.

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.

* + - 1. For Grantees that are institutions of higher education or hospitals:
			2. If Grantee expends total direct and indirect federal assistance of

$750,000 or more per year, Grantee agrees to obtain a financial and compliance audit made in accordance with 2 CFR Part 200. The audit shall cover either the entire organization or all federal funds of the organization.

* + - 1. The audit must determine whether Grantee spent federal assistance funds in accordance with applicable laws and regulations.
		1. 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. The audit report shall state that the audit was performed in accordance with the provisions of 2 CFR Part 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, 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.

* + 1. 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 Part 200.
		2. If payments under this grant agreement will be made from federal funds obtained by MDH through the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), Grantee is responsible for compliance with all federal requirements imposed on these funds. 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 (10 CFR Part 600); and Title 2 of the Code of Federal Regulations.
		3. 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.C. Ch. 75) and 2 CFR 200.
		4. The Statement of Expenditures form can be used for the schedule of federal assistance.
		5. Grantee agrees to retain documentation to support the schedule of federal assistance for at least four (4) years.
		6. Grantee agrees to file required audit reports within nine (9) months of Grantee’s fiscal year end.

Recipients of more than $750,000 in federal funds are required under 2 CFR Part 200 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

### Drug-Free Workplace

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

### Lobbying

Grantee agrees to comply with the provisions of 31 USC § 1352. Grantee must not use any federal funds from MDH 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. If Grantee uses any funds other than the 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 provision in all contracts and subcontracts and all contractors and subcontractors must comply accordingly.

### 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.

### Cost Principles

Grantee agrees to comply with the provisions 2 CFR Part 200 regarding cost principles for administration of this grant award for educational institutions, state and local governments and Indian tribal governments or non-profit organizations.

### 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.

### 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 Regional Office of the Environmental Protection Agency (EPA).

[Signatures on following page]

# APPROVED:

### State Encumbrance Verification

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§* 16A.15 and 16C.05.

By:

Print name:

Date:

SWIFT Contract/PO No(s).

### 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.*

By:

Print name:

Title:

Date:

By:

Print name:

Title:

Date:

1. 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.

By: (with delegated authority)

Print name:

Title:

Date:

*Distribution:*

*Agency – Original (fully executed) Grant Agreement Grantee*

*State Authorized Representative*