

Appendix H: Sample Grant Agreement for CHB's

SAMPLE ONLY - ACTUAL LANGUAGE MAY VARY

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 ("STATE") and **Insert Community Health Board Name**, an independent organization, not an employee of the State of Minnesota, address **Insert Grantee Address**, ("GRANTEE").

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE have entered into Master Grant Contract number **Insert Master Grant Contract number for this Community Health Board** ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to Minnesota Statutes **Insert the authorizing statute or legislation** is empowered to **Give a brief description of the purpose of this grant program**; and
4. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

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 **Spell out full date, e.g., January 1, 2015, or the date the STATE obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The GRANTEE must not begin work until this contract is fully executed and the State's Authorized Representative has notified the GRANTEE that work may commence.**

2.2 *Expiration date.* **Spell out full date, e.g., December 31, 2015,** or until all obligations have been fulfilled to the satisfaction of the STATE, 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:

- **List the grantee duties OR attach additional pages if necessary, using the following language, "complete the duties set forth in Exhibit A, which is attached and incorporated in this grant project agreement." Include all programmatic terms and conditions in this section, including program specific or federal requirements not covered by the master grant contract that were formerly included in any assurances and agreements documents used with the CHB.**

4. Consideration and Payment.

4.1 Consideration. The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) Compensation. The GRANTEE will be paid Explain how the Grantee will be paid. For example: “an hourly rate of \$0.00 up to a maximum of X hours, not to exceed \$0.00 and travel costs not to exceed \$0.00,” 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.”

(b) Total Obligation. The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed Total amount of grant agreement award in words dollars (\$0.00) Insert amount in numerals.

(c) Budget Modifications. If you choose not to allow budget modifications, insert the following condition for budget modifications. If not applicable, please delete this entire paragraph.

Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibit B) requires prior approval from the STATE and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the STATE provided that such modification is indicated on submitted reports and that the total obligation of the STATE for all compensation and reimbursements to the GRANTEE shall not exceed the total obligation listed in 4.1(b).

4.2 Terms of Payment.

(a) Invoices. The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the State'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," "at the end of each month", "quarterly", or if there are specific deliverables, list how much will be paid for each deliverable, and when. The State does not pay merely for the passage of time.

(b) Federal Funds. Payments under this grant project agreement will be made from federal funds obtained by the STATE 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. The 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. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the STATE to the GRANTEE. In the event of such a termination, GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(c) Matching Requirements. If applicable insert the conditions of 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:

5. Conditions of Payment. All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the STATE, as determined in the sole discretion of its

Authorized Representative. Further, all services provided by the 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 Code of Federal Regulations, Title 45, Part 74, Subpart C or, for Notice of Grant Awards issued on or after December 26, 2014, in accordance with Code of Federal Regulations, Title 2, Subpart A, Chapter II, Part 200. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE 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 the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

7. *Authorized Representatives.*

7.1 STATE's Authorized Representative. The STATE's Authorized Representative for purposes of administering this grant project agreement is **insert name, title, address, telephone number, and e-mail**, or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 GRANTEE's Authorized Representative. The GRANTEE's Authorized Representative is **insert name, title, address, telephone number, and e-mail**, or his/her successor. The GRANTEE's Authorized Representative has full authority to represent the GRANTEE in fulfillment of the terms, conditions, and requirements of this agreement. If the GRANTEE selects a new Authorized Representative at any time during this grant project agreement, the GRANTEE must immediately notify the STATE.

8. *Termination.*

8.1 Termination by the STATE. The STATE or GRANTEE may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

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

8.3 Termination for Insufficient Funding. The STATE 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 (e-mail, facsimile or letter) notice to the GRANTEE. The STATE is not obligated to pay for any work performed after notice and effective date of the termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE 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. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same.

9. *Publicity.* If applicable, insert the conditions of publicity associated with the funding source. If not applicable, please delete this entire paragraph. 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 the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the STATE’S Authorized Representative. If federal funding is being used for this grant project agreement, the federal program must also be recognized.

10. *Other Provisions.* In this section only include 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.

IN WITNESS WHEREOF, the parties have caused this project agreement to be duly executed intending to be bound thereby.

APPROVED:

1. Grantee

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. State Agency

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)

Title: _____

Date: _____

Distribution:

Agency – Original (fully executed) Grant Agreement

Grantee

State Authorized Representative