

# 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:** Kris Igo, 651-201-5809, health.csup.mdh@state.mn.us

CHB SWIFT Information	Grant Project Agreement Information	Program & Funding Information
<p><b>Name of CHB</b> (as it appears in SWIFT):                      Le Sueur-Waseca Community Health Board</p>	<p><b>SWIFT Contract Number:</b>                      260406</p>	<p><b>MDH Program Name:</b>                      OSHII - Cannabis and Substance Use Prevention (CSUP)</p>
<p><b>SWIFT Vendor Number:</b>                      0000197320</p> <p><b>SWIFT Vendor Location Code:</b>                      001</p>	<p><b>Effective Date:</b>                      December 2, 2024, OR the date all signatures are collected, and the agreement is fully executed, whichever is later.</p> <p><b>Expiration Date:</b>                      June 30, 2026</p>	<p><b>Total State Grant Funds:</b> \$119,138</p> <p><b>Total Grant Funds (all funds):</b> \$119,138</p>

# Minnesota Department of Health

## 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 Le Sueur-Waseca Community Health Board, an independent organization, not an employee of the State of Minnesota, 1000 W Elm Ave, Waseca MN 56093 (“Grantee”).

## Recitals

1. MDH is empowered to enter into a grant project agreement under Minn. Stat. §§ [144.05](#), and [144.0742](#).
2. Pursuant to Minn. Stat. [144.197](#) subd. 4, MDH is empowered to award grants to local public health departments to create prevention and education programs focusing on cannabis and substance use prevention;
3. MDH and Grantee have entered into Master Grant Agreement number 12-700-00085 (“Master Grant Agreement”), or subsequent Master Grant Agreements, amendments, and supplements thereto;
4. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
5. Grantee represents that it is duly qualified and willing to perform all the activities according to the terms of this grant project agreement. Grantee agrees to minimize administrative costs as a condition of this grant project agreement pursuant to [Minn. Stat. § 16B.98](#), subd. 1.

## Grant Project Agreement

### 1. Incorporation of Master Grant Agreement

All terms and conditions of the Master Grant Agreement are hereby incorporated by reference into this grant project agreement.

### 2. Term of Agreement

#### 2.1 *Effective date*

December 2, 2024, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5(a), whichever is later. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. 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. No costs may be incurred prior to the grant agreement being fully executed.

## 2.2 **Expiration date**

June 30, 2026, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

## 3. **Activities**

### 3.1 **MDH's Activities**

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

### 3.2 **Grantee's Activities**

Grantee shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant project agreement.

## 4. **Award and Payment**

MDH will award funds to Grantee for activities performed in accordance with this grant project agreement.

### 4.1 **Grant Award**

Reimbursement will be in accordance with the agreed-upon budget contained in Exhibit B, which is attached and incorporated into this grant project agreement.

### 4.2 **Budget Modifications**

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

### 4.3 **Total Obligation**

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed \$119,138.

### 4.4 **Terms of Payment**

#### 4.4.1 **Invoices**

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

## 5. **Conditions of Payment**

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Applicable state laws include, but are not limited to, the Minnesota Human Rights Act ([Minn. Stat. ch. 363A](#)) which prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, gender, identify, sexual orientation, age, marital status, public assistance status, familial status, and disability. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

## 6. Authorized Representatives

### 6.1 *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant project agreement is Kristine Igo, Director, Office of Statewide Health Improvement Initiatives, P.O. Box 64975, St. Paul MN 55164-0975, 651-201-5809, kris.igo@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

### 6.2 *Grantee's Authorized Representative*

Grantee's Authorized Representative is Sarah Berry, CHS Administrator, 1000 W Elm Ave, Waseca MN 56093, 507-835-0686, sarah.berry@wasecacounty.gov, 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.

## 7. Ownership of Equipment and Supplies

### 7.1 *Equipment*

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

### 7.2 *Supplies*

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

## **8. Publicity**

Any publicity given to the program, publications, or activities performed 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, must identify MDH as a sponsoring agency. If publicity is not specifically authorized under this grant project agreement, Grantee must obtain prior written approval from MDH's Authorized Representative.

## **9. Clerical Error**

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

## **10. Incentives**

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

### **10.1 *Handling of Incentives***

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

### **10.2 *Separation of duties***

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

### **10.3 *Distribution of Incentives***

Incentives may only be used for approved purposes by MDH.

- a) Only one incentive can be given to an individual per occurrence/event.
- b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.
- c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.

- d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.
- e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.
- f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

#### 10.4 ***Incentive tracking documentation***

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

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

#### 10.5 ***Reconciliation***

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

#### 10.6 ***Subcontracting/Subgranting***

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

#### 10.7 ***Lost or stolen incentives***

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

#### 10.8 ***Invoicing***

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

### 10.9 ***Failure to Comply***

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

## **11. Termination**

### 11.1 ***Termination by MDH or Grantee***

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

### 11.2 ***Termination for Cause***

MDH may immediately terminate this grant agreement if MDH finds there has been a failure to comply with the provisions of this grant agreement, that timely progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MDH may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### 11.3 ***Termination for Insufficient Funding***

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

### 11.4 ***Termination by Commissioner of Administration***

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

[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: Rachel LeBlanc Digitally signed by Rachel LeBlanc  
Date: 2024.11.22 15:20:08 -06'00'

SWIFT Contract & Initial PO: 260406/3000119703/REQ 821\_25

## 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.

Signed by:  
Signature:  Signature: \_\_\_\_\_  
Title: CHS Administrator Title: \_\_\_\_\_  
Date: 12/5/2024 | 1:37:24 PM CST Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ 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](#).

DocuSigned by:  
Signature: Paula Naughton  
(with delegated authority) 8A01D84E6747490...  
Title: Director, Grants office  
Date: 12/9/2024 | 6:49:11 PM CST

### Distribution:

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



## Exhibit A – Grantee’s Activities / Scope of Work

The MDH Cannabis and Substance Use Prevention (CSUP) Grant Program will use state cannabis dollars to provide support and guidance to grantees on best practices for substance use prevention. A Statute was passed to support the implementation of the CSUP Grant to community health board (grantees) as outlined in MN Statute 144.197 subd. 4: "The commissioner of health shall distribute grants to local health departments and Tribal health departments for the departments to create prevention, education, and recovery programs focusing on substance misuse prevention and treatment options. The programs must include specific cannabis-related initiatives."

Based on statutory language, grantees may focus on a broad range of substance types, but cannabis must be included. The main focus of this grant must be on primary prevention of substance use / misuse. These funds may not be used for treatment and recovery service provision, but they may be used to promote linkage to services, for example implementing screening, brief intervention, and referral to treatment.

Grantee is expected to perform the following activities. Modifications to this exhibit must be discussed with MDH. MDH will communicate, in writing, with Grantee as to whether modifications are approved or require a formal grant amendment.

### **General Grantee Activities:**

1. Designate CSUP project coordinator.
2. Designate a CSUP staff person to facilitate evaluation tasks and communicate with MDH evaluation staff and contractors.
3. Grantee shall complete, and update as necessary, proposed activities and a workplan for Minnesota Department of Health (MDH) approval on a workplan template provided by MDH. This workplan will assure compliance with funding requirements. Any changes made to the original proposal must be reviewed and approved by MDH. Workplan should include a theory of change or outcomes goals language.
  - a. First 90 days – proposed activities related to the start-up of this new grant program. Hiring staff, reviewing local data and assessing the landscape to understand needs related to Cannabis and Substance Misuse in grantee’s jurisdiction. Meet with assigned MDH Grants Manager (TBD). Participate in on-boarding grant activities as communicated by MDH.
  - b. First 180 days – In addition to start-up activities listed above, grantee will participate in required trainings and workshops to develop their capacity, skills, and understanding of best practice in substance use prevention as well as develop localized workplans and logic models to represent use of their new funding.

- c. Ongoing workplans and activities will be updated as grantee develops community strategies to address Cannabis/Substance Use Prevention in their jurisdiction.
4. Grantee shall develop a theory of change and/or logic model that defines project goals, objectives, and activities, to inform evaluation efforts. *More detail will be provided and grantee will be supported in the development of their theory of change and/or logic model in the first half of calendar year 2025.*
  5. Be sure to include the required activities and deliverables in the workplan:
    - a. Initial goals and objectives (if known) with activities to meet each.
    - b. Development and submission of at least one (1) success story annually. Success stories will highlight best practices from the program and activities. Specific guidelines and instructions will be determined and provided by MDH to grantees after funding has been awarded.
    - c. Evaluation reporting – more information forthcoming.
    - d. Initial workplan and deliverables should span the first 90 days of the grant.
  6. If available include baseline measurements for all activities.
  7. Participate in site visits and grant reconciliation processes with MDH.
  8. Participate in regularly scheduled calls and meetings with MDH.
  9. Participate in MDH-sponsored technical assistance calls, webinars, and trainings.
  10. Participate in all required evaluation activities and complete progress and evaluation reports as requested by MDH.
  11. Annually or on the timeline determined by MDH, the Grantee shall complete a proposed budget and submit to MDH. The budget and any subsequent changes made to the budget must be reviewed and approved by MDH.
  12. Grantee shall provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet funding reporting and monitoring requirements.

**Financial:**

1. Adhere to the request and approval process set forth by MDH in the CSUP Grant Guide.

2. Act in a fiscally responsible manner, including following standard accounting procedures, charging the CSUP grant only for the activities in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
3. Report other funding sources including grants from other sources, that are directed toward cannabis and/or substance use prevention and have systems in place to track CSUP-funded activities separately from activities funded through other sources.
4. Ensure CSUP funding does not supplant work funded through other sources. Use CSUP funds to develop new activities, expand or modify current activities that work to reduce substance use including cannabis and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce substance use including cannabis. The Grantee may not use CSUP funds to replace federal, state, local, or tribal funding Grantee currently uses to reduce substance use including cannabis.

## Exhibit B – Grantee’s Budget

The budget shown below is for reference only and is non-binding.

Category	Budget Period 1 December 2, 2024 – October 31, 2025	Total
Salary/Fringe	\$92,713.70	\$92,713.70
Contractual Services	\$	\$
Travel	\$2,879.00	\$2,879.00
Supplies & Equipment	\$6,914.57	\$6,914.57
Other	\$5,800.00	\$5,800.00
Subtotal (direct)	\$108,307.27	\$108,307.27
Indirect	\$10,830.73	\$10,830.73
<b>Total</b>	<b>\$119,138.00</b>	<b>\$119,138.00</b>

Grantee’s Indirect Cost Rate for this Grant Agreement is as follows. MDH will notify Grantee, in writing, if the rate allowed changes and the effective date of such change.

Indirect costs are allowed by Funder:

Grantee does not have a NICRA and is requesting to use the federal de minimis rate

Rate: 10%

Ensure that administrative costs are explained and justifiable. MDH will accept up to the Grantee’s current federally approved indirect cost rate agreement. If Grantee does not have a federally approved indirect cost rate agreement, MDH will accept an indirect rate of up to 10 percent of the total direct charges.