



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: DeeAnn Finley, deeann.finley@state.mn.us, 651-201-4551

CHB SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of CHB: Le Sueur-Waseca Community Health Board	SWIFT Contract Number: 168358	MDH Program Name: Community Health Division
SWIFT Vendor Name: WASECA COUNTY TREASURER	Effective Date: January 1, 2025, OR the date all signatures are collected, and the agreement is fully executed, whichever is later.	Total State Grant Funds
SWIFT Vendor Number: 0000197320		Local Public Health Grant: \$253,692.00
SWIFT Vendor Location Code: 001		Foundational Public Health Responsibilities Grant: \$200,692.00
	Expiration Date: December 31, 2029	Total Grant Funds (all funds): \$454,384.00

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](#) and [145A.131](#) provides funds to community health boards for the Local Public Health Grant and the Foundational Public Health Responsibilities Grant.
2. MDH and Grantee have entered into Master Grant Agreement number 12-700-00085 (“Master Grant Agreement”) effective January 1, 2025, or subsequent Master Grant Agreements, amendments, and supplements thereto;
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and 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*

January 1, 2025, 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*

December 31, 2029, 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 the amount specified in the Grantee's annual award letter from the amount specified in the Grantee's annual award letter from MDH.

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.

4.4.2. ***Matching Requirements***

A Grantee that receives a Local Public Health Grant shall provide at least a 75 percent match for the state funds received through the Local Public Health Grant.

A Grantee that receives the Foundational Public Health Responsibilities Grant shall provide at least a 75 percent match for the state funds received through the Foundational Public Health Responsibilities Grant.

The allowable sources for the match for the Local Public Health Grant and the Foundational Public Health Responsibilities Grant are outlined in MN Statute 145A.131. Different funding must be used for the match for each grant.

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 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, 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: 2024.11.07 09:39:59 -06'00'

SWIFT Contract & Initial PO: 168358/3000115349/REQ 724_27

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:	<u></u>	Signature:	_____
Title:	<u>CHS Administrator</u>	Title:	_____
Date:	<u>11/20/2024 8:59:44 AM CST</u>	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:	<u>Paula Naughton</u>
(with delegated authority)	DocuSigned by: 61B56078937148B... 8A01D84E6747490...
Title:	<u>Director, Office of Grants and Contracts</u>
Date:	<u>11/20/2024 10:56:54 AM CST</u>

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

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

Local Public Health Grant Activities/Scope of Work:

The purpose of these funds and matching funds (as required in [MN Statute 145A.131](#)) is to work in partnership with MDH to address the areas of public health responsibility, foundational public health responsibilities, and essential public health services as defined in [MN Statute 145A](#).

The grantee shall:

1. Meet all of the requirements and perform all of the duties described in MN Statutes 145A.03 and 145A.04, to maintain eligibility to receive the local public health grant.
2. At least every five years, conduct a comprehensive community health assessment on community health needs and assets upon which the local public health priorities and issues are established.
3. Seek input from the community and the Community Health Board on the identification of local public health priorities and issues.
4. At least every five years, submit the health priorities identified from the community health assessment and a community health improvement plan to the MDH (MN Statute 145.04, subd. 1a). Submitting health priorities is a proxy for submitting the community health assessment.
5. Use standards and/or evidence-based practices for programs or activities in carrying out public health programs or activities where those standards or evidence-based practices exist.
6. Consider community input and recommendations of the Community Health Board to determine the mechanisms to address local public health priorities and achieve the statewide local public health objectives.
7. Consider the essential public health services and foundational public health responsibilities (MN Statutes 145A) in determining the mechanisms to address local public health priorities and achieve statewide local public health objectives.
8. Implement a performance management process to achieve desired outcomes.
9. Report annually to MDH on a set of performance measures and be prepared to provide documentation of ability to meet the performance measures.
10. Use [the Minnesota Infectious Disease Operations Guide](#), as adopted by the State Community Health Services Advisory Committee (SCHSAC), as the foundation for providing resources and services in keeping with its responsibilities as set forth in the operations guide.
11. As requested, submit documentation to MDH assuring that Grantee duties, responsibilities and related community health board work have been reviewed with the Community Health Board. The document should be signed by the Chair of the Community Health Board and the Community Health Services Administrator.

12. Provide MDH with required reports and information within the timeline and guidance provided by MDH.
13. If the Grantee decides to enter into subcontracts for greater than \$5000, the contract should not be executed or otherwise entered into until approval from MDH has been received from the MDH Authorized Representative.
14. Maintain records of the following materials for review:
 - a. When applicable, copies of the Joint Powers Agreement forming the Community Health Board.
 - b. Any delegation agreements as referenced in Minnesota Statute, 145A.
 - c. When applicable, agreements establishing a Human Services Board under Minnesota Statutes, 402.
 - d. Organization chart of the Community Health Board structure that identifies major program activities and lines of authority and accountability.
 - e. A list of all city/county local ordinances or other local regulations related to community health services revised within the past two years.
 - f. Copies of all public meeting notices and minutes, including Community Health Board notices and minutes.
 - g. Summary of public comments or testimony on the local public health priorities and/or mechanisms to address the priorities and achieve statewide outcomes.
 - h. Copies of contracts/purchase of service agreements with other organizations.
15. Notify MDH six months prior to any final board action on major governance or organizational structural changes within the Community Health Board or its member counties. This notification requirement is in addition to the withdrawal notification requirement outlined in Minnesota Statutes, 145A.
16. Provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet funding, reporting, and monitoring requirements.
17. Assure that this funding is managed as a unique funding source from the Foundational Public Health Responsibilities Grant.
18. Any digital materials created, and shared outside of the grantee's organization, the grantee is required to comply with State of Minnesota's Digital Accessibility Standard. This requirement flows down to any subcontractors and or any third-party entity the Grantee may utilize and compensate with MDH grant funds. The statewide Standard can be viewed online at https://mn.gov/mnit/assets/MinnesotaStateAccessibilityStandard-v.4.0_tcm38-607575.pdf.

FPHR Funding Grantee's Activities/Scope of Work:

The purpose of this funding is to support the implementation of Foundational Public Health Responsibilities by community health boards (grantees) as outlined in [MN Statute 145A.131](#). The Foundational Public Health Responsibilities are the unique responsibilities of governmental public health that define a minimum package of public health capabilities and areas that must be available in every community. Grantees are required to match the foundational public health responsibilities funding with allowable sources as outlined in MN Statute 145A.131. More details on the Foundational

Public Health Responsibilities and examples of the work supported by these funds can be found on the MDH website: [Funding for Foundational Public Health Responsibilities](#).

1. This funding must be used to fulfill foundational public health responsibilities as defined by the Commissioner in consultation with the State Community Health Service Advisory Committee. Grantees cannot use these funds for non-foundational public health responsibilities until the Grantee can demonstrate the ability to achieve and maintain implementation of foundational public health responsibilities.
2. If the Grantee believes they have fully met and are able to maintain all foundational public health responsibilities, the Grantee may work with the MDH to explore the use of the funding for community-specific services identified through the community health assessment and community health improvement planning process.
3. Annually or on the timeline determined by the MDH, the Grantee shall complete, and update as necessary, a workplan and proposed activities in REDCap or its successor application. This workplan will assure compliance with funding requirements and make connections with other grantees. The workplan and any subsequent changes made to the workplan must be reviewed and approved by MDH and once approved by the MDH, will be incorporated as part of this grant project agreement.
4. The Grantee will not be reimbursed for allowable expenses until the workplan and budget are approved by MDH.
5. Grantee shall implement activities to carry out foundational public health responsibilities in accordance with the definitions outlined on the [Funding for Foundational Public Health Responsibilities](#) website and *Foundational Public Health Responsibilities Grant Expenditure Guide*.
6. Grantee shall provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet funding, reporting, and monitoring requirements.
7. Grantee shall assure that this funding is managed as a unique funding source from the Local Public Health Grant.
8. Any digital materials created, and shared outside of the grantee's organization, the grantee is required to comply with State of Minnesota's Digital Accessibility Standard. This requirement flows down to any subcontractors and or any third-party entity the Grantee may utilize and compensate with MDH grant funds. The statewide Standard can be viewed online at https://mn.gov/mnit/assets/MinnesotaStateAccessibilityStandard-v.4.0_tcm38-607575.pdf.

Exhibit B – Grantee’s Budget

Local Public Health Grant:

- No budget is required for the Local Public Health Grant
- The Grantee will be paid according to the amount determined annually for the Grantee’s portion of the total Local Public Health Grant allocation from MDH.
- Grantee shall reference annual funding letter from MDH indicating future budget period(s) and awarded amount(s).

Foundational Public Health Responsibilities Grant:

- Annually or on the timeline determined by the MDH, the Grantee shall complete a proposed budget in REDCap or its successor application by the date provided to them by MDH. Any revisions made to the budget must be made in REDCap or its successor application. The budget and any subsequent changes made to the budget must be reviewed and approved by MDH and once approved by the MDH, will be incorporated as part of this grant project agreement.
- The grantee will be paid according to the amount determined annually for the Grantee’s portion of the total Foundational Public Health Responsibilities Grant allocation from MDH and in compliance with the approved budget.
- Grantee shall reference annual funding letter from MDH indicating future budget period(s) and awarded amount(s).

Grantee’s Indirect Cost Rate for this Grant Agreement:

- Indirect costs are allowed for both the Local Public Health Grant and the Foundational Public Health Responsibilities Grant at the indirect costs rate provided annually to MDH.