

**MASTER GRANT CONTRACT
FOR COMMUNITY HEALTH BOARDS**

THIS MASTER GRANT CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Minnesota Department of Health (“MDH”) and City of Edina Community Health Board (“GRANTEE”), an independent organization, not an employee of the State of Minnesota, address: 4801 W 50th Street, Edina, MN 55424. Master Grant Contract Number: 12-700-00078.

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

NOW, THEREFORE, it is agreed:

1. TERM OF AGREEMENT.

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

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

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

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

2. **GRANT REQUIREMENTS.** Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to GRANTEE, site visits of GRANTEE, programmatic monitoring of work performed by GRANTEE and program evaluation. GRANTEE will not be paid for work that MDH deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
3. **TRAVEL EXPENSES.** GRANTEE will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner's Plan” promulgated by the Commissioner of Minnesota Management and Budget (“MMB”). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the MDH’S prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
4. **CONTRACTING AND BIDDING REQUIREMENTS.** Per Minnesota Statutes, section 471.345, subdivision 1, GRANTEES that are municipalities must follow the law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statutes, sections 177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

5. TERMINATION.

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

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

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

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

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

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

9. STATE AUDITS. Under Minnesota Statutes, section 16B.98, subdivision 8, GRANTEE'S books, records, documents, and accounting procedures and practices of GRANTEE, or any other relevant party or transaction, are subject to examination by MDH, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this master grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. GOVERNMENT DATA PRACTICES AND DATA DISCLOSURE.

10.1 Government Data Practices. GRANTEE and MDH must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the MDH under individual grant project agreements, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by GRANTEE under individual grant project agreements. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by either GRANTEE or MDH.

If GRANTEE receives a request to release the data referred to in this clause, the GRANTEE must immediately notify MDH. MDH will give GRANTEE instructions concerning the release of the data to the requesting party before any data is released. GRANTEE's response to the request must comply with the applicable law.

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

to MDH, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

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

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

11.2. GRANTEE represents and warrants that MATERIALS produced or used under individual grant project agreements do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. GRANTEE shall indemnify and defend MDH, at GRANTEE'S expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the MATERIALS infringe upon the intellectual property rights of another. GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this master grant contract, individual grant project agreements and amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in GRANTEE'S or MDH'S opinion is likely to arise, GRANTEE shall at MDH'S discretion either procure for MDH the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS as necessary and appropriate to obviate the infringement claim. This remedy of MDH shall be in addition to and shall not be exclusive of other remedies provided by law.

11.3. GRANTEE hereby grants to MDH a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the MATERIALS for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. GRANTEE shall, upon the request of MDH, execute all papers and perform all other acts necessary, to document and secure said right and license to the MATERIALS by MDH. At the request of MDH, GRANTEE shall permit MDH to inspect the original MATERIALS and provide a copy of any of the MATERIALS to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

12. WORKER'S COMPENSATION. GRANTEE certifies that it is in compliance with Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. GRANTEE'S employees and agents will not be considered STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MDH'S obligation or responsibility.

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

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

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

15. *OTHER PROVISIONS*

A. Contractor Debarment, Suspension And Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits MDH from purchasing goods or services with federal money from parties who have been suspended or debarred by the federal government. A party may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this master grant contract, GRANTEE certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency; and
2. Have not within a three-year period preceding this grant contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant contract are in violation of any of the certifications set forth above.

B. Audit Requirements

1. If the Grantee expends total federal assistance of \$750,000 or more per year, the Grantee agrees to: a) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200; and, b) to comply with the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.

Audits shall be made annually unless the grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
3. The audit report shall state that the audit was performed in accordance with the provisions of 2 CFR 200.

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.

In addition to the audit report, the Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

4. The Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.
5. If payments under this grant agreement will be made from federal funds obtained by the State through the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), the Grantee is responsible for compliance with all federal requirements imposed on these funds. The Grantee must identify these funds separately on the schedule of expenditures of federal awards (SEFA), and must also accept full financial responsibility if it fails to comply with federal requirements. These requirements include, but are not limited to, Title III, part D, of the Energy Policy and Conservation Act (42 U.S.C. 6321 *et seq.* and amendments thereto); U.S. Department of Energy Financial Assistance Rules (10CFR600); and Title 2 of the Code of Federal Regulations.
6. Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.
7. The Statement of Expenditures form can be used for the schedule of federal assistance.
8. The Grantee agrees to retain documentation to support the schedule of federal assistance for at least four (4) years.
9. The Grantee agrees to file required audit reports within nine (9) months of the Grantee's fiscal year end.

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

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

C. Drug Free Workplace

GRANTEE agrees to comply with the Drug-Free Workplace Act of 1988, as implemented at 34 CFR Part 85, Subpart F.

D. Lobbying

GRANTEE agrees to comply with the provisions of United States Code, Title 31, Section 1352. GRANTEE must not use any federal funds to pay any person for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

E. Equal Employment Opportunity

GRANTEE agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by regulations at 41 CFR Part 60.

F. Cost Principles

GRANTEE agrees to comply with the provisions of OMB Circular A-21, A-87 or A-122 regarding cost principles for administration of this grant award.

G. Rights to Inventions – Experimental, Developmental or Research Work

GRANTEE agrees to comply with 37 CFR, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

H. Clean Air Act

GRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

I. No Smoking

With respect to facilities over which GRANTEE has control, GRANTEE shall comply with the Minnesota Clean Indoor Air Act.

J. No Conflict of Interest

GRANTEE hereby assures that no interest exists, directly or indirectly, which could conflict in any manner or degree with GRANTEE'S performance of services required to be performed under this master grant contract or individual project grant agreements.

16. AUTHORIZED REPRESENTATIVES.

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

16.2 GRANTEE'S Authorized Representative. GRANTEE'S Authorized Representative is Jeffrey Brown, CHS Administrator, 4801 West 50th Street, Edina, MN 55424, 952-826-0466, jbrown@EdinaMN.gov, or their successor. GRANTEE'S Authorized Representative has full authority to represent GRANTEE in fulfillment of the terms, conditions, and requirements of this master grant contract. If GRANTEE selects a new Authorized Representative, GRANTEE must immediately notify the MDH.

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

APPROVED:

1. GRANTEE:

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

By (authorized signature)
Title:
Date:

By (authorized signature)
Title:
Date:

2. STATE AGENCY:

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

By (authorized signature)
Title:
Date: