

**JOINT POWERS AGREEMENT FOR WORKSITE WELLNESS
BETWEEN THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT (ISD) 200**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and Independent School District (ISD) 200, 1000 West 11th St., Hastings, MN 55033 (“Contractor”), by and through their respective governing bodies.

RECITALS

WHEREAS, the County and the Contractor are governmental units as that term is defined in Minn. Stat. §471.59;

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units;

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 183510 for implementation of the County’s Statewide Health Improvement Program (“SHIP”);

WHEREAS, the County is permitted to make sub-grants of its SHIP funds and the County has solicited and considered grant applications from entities for use of such funds; and

WHEREAS, the County has awarded Contractor with SHIP funds described herein based the grant expenditures outlined in Exhibit 2, Service Grid.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the later date of signature by the parties.
2. Purpose. The purpose of this Agreement is to provide funding by the County to the Contractor so that the Contractor may participate in the Dakota County SHIP Worksite Wellness program. All funds provided by the County are to be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid.
3. Contractor Obligations under State Contracts. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract between Dakota County and the State of Minnesota dated September 18, 2019, as may be periodically amended, and the SHIP Grant Project Agreement between the Dakota County Community Health Board and the State of Minnesota dated October 1, 2020, as may be

periodically amended, including amendments dated August 23, 2021 and October 18, 2022. (“State Contracts”). See Exhibit 7. Contractor agrees to comply with all terms and conditions contained in such contracts that are applicable to the County. County will provide future State Contract amendments, if any, to the Contractor within 30 days of execution.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$2,000.00 for costs incurred in performing services fulfilling the Purpose described above from the, Effective Date through October 31, 2025.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

The County will reimburse the Contractor within 45 calendar days of the Contractor’s submission of invoices to the County. Invoices must be submitted using the form in Exhibit 6. All requests for reimbursement must be submitted by October 31, 2025. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the State Contracts, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed. Contractor must provide their changes & testimonials using the form in Exhibit 3, Change and Testimonial Tracker. Contractor must provide their responses for sustainability using the form in Exhibit 4, Sustainability Checklist. Contractor must complete all of its responsibilities using the form in Exhibit 5, Deliverable Checklist.

6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:
Marti Fischbach, Community Services Director
Telephone: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

Marti Fischbach, or his/her successor, has the responsibility to monitor the Contractor’s performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The Contractor’s Authorized Representative is:
Jen Seubert, Director of Finance & Operations
Telephone: 651-480-7005

Email: jseubert@isd200.org

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the Contractor.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the express written consent of the County. It is Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to Contractor.
9. Indemnification. It is understood and agreed the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, subcontractors or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the Contractor shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the

County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
15. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
16. Default and Remedies.
 - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the Contractor fails to fully comply with any material provision, term, or condition contained in this Agreement.
 - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the Contractor written notice of an event of default, the Contractor shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the Contractor is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the Contractor shall propose in writing the actions that the Contractor proposes to take and the schedule required to cure the event of default.
 - (c) Remedies. Upon the Contractor's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
 - (1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
 - (2) The County may enforce any additional remedies it may have in law or equity.
 - (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental

agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
18. Special Conditions. The Contractor understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:
 - (a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is “Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and Dakota County Public Health Department” and shall not be released unless approved in writing by these entities’ authorized representatives.
 - (b) The Contractor shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the Contractor or its agents or employees.
 - (c) The Contractor, by executing this Agreement, grants to the Department 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 the Department, in its sole discretion, deems appropriate.
19. Exhibits. The following exhibits are attached to and incorporated within this Joint Powers Agreement.
 - Exhibit 1: Standard Assurances;
 - Exhibit 2: Service Grid;
 - Exhibit 3: Change and Testimonial Tracker;
 - Exhibit 4: Sustainability Checklist;
 - Exhibit 5: Deliverable Checklist;
 - Exhibit 6: Invoice Form; and
 - Exhibit 7: SHIP Agreements
20. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

21. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

The rest of this page is intentionally left blank. Signatures are on the following page.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

Assistant County Attorney/Date

County Board Res No. _____
Dakota County Contract _____
Dakota County KS 24-____

COUNTY OF DAKOTA

By: _____

Title: _____

Date: _____

**INDEPENDENT SCHOOL DISTRICT (ISD) 200
CONTRACTOR**

By: _____

Title: _____

Date: _____

**EXHIBIT 1
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited

partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. 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.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. 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; and

B. Have not within a three (3) year period preceding this Contract: 1) 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; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

Exhibit 2 Service Grid

Purpose: To support Dakota County community partners in worksite wellness projects.

Contractor Responsibilities

The Contractor responsibilities include the establishing or improving of fundamental elements of a healthy workplace and implementing policy, environmental, systems and social support changes in the selected focus strategy. The new initiative will be implemented organization-wide per the work plan. Contractor will focus on employee wellbeing initiatives at Pinecrest Elementary.

Dakota County Public Health Department will provide up to \$2,000.00 from the Statewide Health Improvement Partnership (SHIP) and the Minnesota Department of Health (MDH) upon receipt and acceptance of the Contractor performing the following deliverables:

Contractor Deliverables

- Contractor will attend regularly scheduled meetings, likely monthly or as determined by both parties. During meetings contractor will provide updates on project milestones, work status, and other relevant project issues through email, phone and/or video check-ins.
- Submit goals/work plan by July 1, 2025.
- Submit pre- and post- photos; include photos of signage of changes (if applicable) per health promotion specialist with mutually agreed upon due dates.
- Submit baseline and post- assessment if applicable with mutually agreed upon due dates.
- Complete organizational assessments
- Submit following documents by October 31, 2025
 - Change and testimonial tracker (Exhibit 3)
 - Sustainability checklist (Exhibit 4)
 - Deliverable checklist (Exhibit 5)
 - New or revised Contractor policy (include policy before revision if applicable)
- Submit completed Deliverables Checklist to Dakota County Public Health Liaison by October 31, 2025 (Exhibit 5)

County roles and responsibilities:

- Provide technical assistance and support through process.
- Organize and facilitate collaborative meetings which provide training on SHIP worksite wellness sub-strategies and potential peer-to-peer sharing opportunities.
- Research and provide worksite wellness tools and resources.
- Facilitate yearly organizational assessment and other assessments as needed.
- Provide evaluation and policy development expertise.
- Assist with reporting results.

Notes:

- The grant funds provided to Contractor under this agreement are also subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. The County will provide copies of these contracts to Contractor upon request. Contractor agrees to comply with all such terms and conditions

- Contractor shall submit all SHIP-related communications to public health liaison for pre-approval. **Please allow a minimum of 7 business days for approvals in advance of public release.**
- Contractor shall include SHIP tagline in all print and electronic documents: **Funding for this project was provided by the Statewide Health Improvement Partnership of Dakota County.**

Interpreters

County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open Dakota County case. The Contractor must receive prior written authorization of interpreter services costs from County staff prior to using those services. Unless specifically prior authorized by the County, the Contractor must access interpreters from those agencies under contract with the County to provide interpreter services.

State Contract

The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. Contractor agrees to comply with all terms and conditions contained in such contracts. These agreements with the state are also attached to this agreement.

Insurance, Diversity, and Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.

Exhibit 3 - Change and Testimonial Tracker

| |
|---------------------------------------------------------------------------------------------------------------|
| List all changes related to wellness for this Contract period May 2025 – October 31, 2025 |
| Organizational Supports (i.e., Leadership Support, Wellness Committee, Communication Strategies, etc.) |
| |

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|-----------------------------------------------------------------------------------------------------|
| Policy Changes (i.e., New/Updates Policies, guidelines, overviews, employee handbooks, etc.) |
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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Systems Changes (i.e., committee charters, processes and procedures, blueprint documents, employee handbooks, resource organization, new hire processes, intranet sites, mission/vision statements, branding, etc.) |
| |

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|------------------------------------------------------------------------------------------------------------------------------------------------|
| Environmental Changes (i.e., New/Updated facilities, spaces, equipment, signage, vending, tangible items, etc. pictures are encouraged) |
| |

| |
|--------------------------------------------------------------------------------------------------------|
| Additional Items/Wellness Activities (i.e., social support activities, tracking, surveys, etc.) |
| |

| |
|------------------------------------------------------------------------------------------------------------|
| List 1-2 stories employee testimonials or stories about how these changes personally affected them. |
|------------------------------------------------------------------------------------------------------------|

| Date | Affiliation with site | Testimonial or Story |
|------|-----------------------|----------------------|
| | | |

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| | | |
|--|--|--|

Exhibit 4 Sustainability Checklist**Dakota County SHIP****Date:**_____

This checklist provides a list of items researched as being critical for sustaining Policy, System, and Environmental (PSE) changes. The checklist should be completed with staff and/or consultants who you worked with to implement the PSE change or SHIP (Statewide Health Improvement Partnership) initiative at Contractor's organization.

1. Partner name and short description of SHIP project:

2. Does Contractor have a written plan for sustaining this initiative? Check one option:
 - _____ Yes, a written plan is in place (please include a copy)
 - _____ Not yet, a written plan will be in place within the next _____ months
 - _____ No, we do not plan to create a written plan

3. If known, please provide name(s) and title(s) of Contractor's staff who plan to manage this initiative post-SHIP funding.

| | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------|
| Name and Title: | | | |
| Select one box per item: | Yes | No | Notes |
| There is leadership support for the initiative post-SHIP funding. | <input type="checkbox"/> | <input type="checkbox"/> | |
| There are opportunities for staff to participate in sustaining this initiative (e.g., assist with implementation, offer feedback, receive/provide training). | <input type="checkbox"/> | <input type="checkbox"/> | |
| This initiative aligns with our organization's strategic plan. | <input type="checkbox"/> | <input type="checkbox"/> | |
| There are opportunities to partner with other agencies/vendors to support this initiative (e.g., share expertise, receive/provide training, expand networks, collaborate). | <input type="checkbox"/> | <input type="checkbox"/> | |
| We have identified potential funding sources or are able to draw from internal resources (e.g., staff time, part of our operational budget) to support this initiative. | <input type="checkbox"/> | <input type="checkbox"/> | |
| This initiative will meet the needs of our target audience. | <input type="checkbox"/> | <input type="checkbox"/> | |
| This initiative will be sustainable post SHIP funding. | <input type="checkbox"/> | <input type="checkbox"/> | |
| What other approaches, if any, are you considering to sustain this initiative? | | | |
| What leadership support(s) are in place to sustain this initiative? | | | |
| Have any other funds been received during this reporting period to support the project, list the amount and source: | | | |

List and describe any barriers:

Exhibit 5 - Deliverable Checklist**Contract #:** _____**Worksite Name:** _____**Submit by October 31, 2025, via email to:**

Dakota County Public Health Department*

Attn: Erin Ostrowski

Email: erin.ostrowski@co.dakota.mn.us

Phone: (651) 554-6154

| | Deliverable | Completion Date |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1. | Organizational assessment: Pre-assessment | |
| 2. | Pre-photo: baseline, if applicable | |
| 3. | Baseline assessment SEWA (if applicable, optional surveying) | |
| 4. | Regular check-ins | |
| 5. | Work plan (approx. July 2025) | |
| 6. | Post- photo: after change completed, if applicable | |
| 7. | Post-assessment SEWA (if applicable, optional surveying) | |
| 8. | Organizational assessment: post-assessment | |
| 9. | Exit Documents: <ul style="list-style-type: none"> • Change and Testimonial tracker (Exhibit 4) Sustainability checklist (Exhibit 5) | |
| 10. | New or revised policy *Include previous policy (if it was revised) | |

Payment will take place within 30 days of County's receipt and acceptance of the Contractor's completed Deliverable Checklist. All deliverables are due October 31, 2025.

Exhibit 6 - Invoice Form

Invoice #:
Contract #:
Project Name SHIP Worksite Wellness

Invoice Date:

Remit to:
AGENCY NAME
Attn:
Email:
Phone:

Bill to:
Dakota County Public Health Department
Attn: Erin Ostrowski
Email: erin.ostrowski@co.dakota.mn.us
Phone: (651) 554-6154

| Detailed description of materials/goods | Total Price | |
|---------------------------------------------------------|-------------|----|
| SHIP Worksite Wellness (for completion of deliverables) | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Subtotal | \$ |

| | | |
|-----------------|--------------------|----|
| Comment: | Grand Total | |
| | Balance Due | \$ |

Payment will take place within 30 days of County's receipt and acceptance of the Contractor's completed Deliverable Checklist. All deliverables are due October 31, 2025.

Exhibit 7 – SHIP Amendments

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CHS Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19
Grant Project Agreement Number 183510
Between the Minnesota Department of Health and Dakota County Community Health Board

Exhibit 7

Minnesota Department of Health
Grant Award Cover Sheet

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 Project Agreement

CONTACT FOR MDH: Meredith Ahlgren, 651-201-5446, meredith.ahlgren@state.mn.us

| Grantee SWIFT Information | Grant Agreement Information | Funding Information |
|------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------|
| Name of MDH Grantee: Dakota County Community Health Board | Grant Agreement/Project Agreement Number: 183510 | Total Grant Funds (all funding sources): \$782,859.00 |
| Grantee SWIFT Vendor Number: 0000197289 | Period of Performance Start Date: November 1, 2020 | Total State Grant Funds: \$782,859.00 |
| SWIFT Vendor Location Code: 001 | Period of Performance End Date: October 31, 2025 | Total Federal Grant Funds: N/A |

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CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19
 Grant Project Agreement Number 183510
 Between the Minnesota Department of Health and Dakota County Community Health Board

**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 the Dakota County Community Health Board, an independent organization, not an employee of the State of Minnesota, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, ("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 12-700-00068 ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The State, pursuant to Minnesota Statutes 145.986, is empowered to award Statewide health Improvement Partnership (hereinafter "SHIP") grants to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco; 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 November 1, 2020, 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. October 31, 2025, 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.*** Grantee shall comply with the following grant requirements:

General. Grantee must:

1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1, 2020. If the work plan is not approved by November 1, 2020, Grantee cannot perform work under this agreement.
2. Perform the activities approved in the work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.

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CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19
 Grant Project Agreement Number 183510
 Between the Minnesota Department of Health and Dakota County Community Health Board

4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.
6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
7. Participate in site visits and grant reconciliation processes with State.
8. Participate in regularly scheduled calls and meetings with community specialists.
9. Participate in State-sponsored technical assistance calls, webinars and trainings.
10. Attend State-sponsored conferences, meetings and in-person trainings.
11. Comply with State product approval outlined in the *SHIP Communications Guide*.
12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly. The schedule for quarterly reporting is provided below. The State will provide guidance regarding the required content of the reports.

| Quarterly Reporting Period | Report Submission Due Date |
|----------------------------|----------------------------|
| November 1 – January 31 | February 29 |
| February 1 – April 30 | May 3 |
| May 1 – July 31 | August 30 |
| August 1 – October 31 | November 30 |

Financial

1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
2. Obtain prior approval from the State for all subcontracts or mini-grants \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated 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.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee's current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the State other funding sources, including grants from other sources, that are directed toward tobacco, obesity, and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure, prevent obesity, or increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce tobacco use and exposure, prevent obesity, or increase well-being. The Grantee may not use SHIP funds to replace federal,

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 Grant Project Agreement Number 183510
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state, local, or tribal funding Grantee currently uses to reduce tobacco use and exposure, prevent obesity, or increase well-being.

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 with SHIP funds. Education includes providing facts, assessment 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. Lobbying restrictions do not apply to internal or non-public policies.

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 monthly, on a reimbursement basis for services performed and acceptance of such services by the State's Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission dates specified.

Budget periods for the five years are as follows:

| | |
|---------------------------------------------|------------------|
| Year 1: November 1, 2020 – October 31, 2021 | \$782,859.00 |
| Year 2: November 1, 2021 – October 31, 2022 | To Be Determined |
| Year 3: November 1, 2022 – October 31, 2023 | To Be Determined |
| Year 4: November 1, 2023 – October 31, 2024 | To Be Determined |
| Year 5: November 1, 2024 – October 31, 2025 | To Be Determined |

(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 \$782,859.00 (Seven Hundred Eighty-Two Thousand Eight Hundred Fifty-Nine Dollars).

(c) Budget Modifications. 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) or Exhibit B.

4.2 Terms of Payment.

(a) Invoices. The State will promptly pay the Grantee after 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: Invoices shall be completed on a form prescribed by the State for each month and submitted within 45 days after the end of the month.

(b) Matching Requirements. Grantee certifies that the following matching requirement for the grant will be met by Grantee: A local match of ten percent of the total funding allocation will be provided and documented.



- 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.** The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-State 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 Meredith Ahlgren, Acting Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-201-5446, meredith.ahlgren@state.mn.us, 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 Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, 651-554-6103, bonnie.brueshoff@co.dakota.mn.us, 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 or Grantee.** 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.** 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

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Grant Project Agreement Number 183510
Between the Minnesota Department of Health and Dakota County Community Health Board

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.

APPROVED:

1. State Encumbrance Verification

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

Signed: Sarah Martin Digitally signed by Sarah Martin
Date: 2020.09.21 07:24:57 -0500

Date: 9/18/2020

SWIFT Contract/PO No(s): 183510/3000078983

2. GRANTEE

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

By: Marti Fischbach DocuSigned by:
Marti Fischbach
90839F908320437...

Title: Community Services Director

Date: 09/24/2020 1 4:57 PM CDT

By: _____

Title: Interim Procurement Supervisor

Date: 9/28/2020

3. STATE AGENCY

Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: Maria Rodriguez Digitally signed by Maria Rodriguez
Date: 2020.10.01 16:55:30 -0500

Title: Interim Procurement Supervisor

Date: 10/1/2020

/s/ Suzanne W. Schrader
Assistant County Attorney
Dakota County Attorney's Office
Sept. 24, 2020
KS-20-420

Distribution:

- MDH (Original fully executed Grant Project Agreement)
- Grantee
- State Authorized Representative

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

Minnesota Department of Health Grant Award Amendment Cover Sheet

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.

DATE: November 1, 2021

ATTACHMENT: Amendment #1

CONTACT FOR MDH: Alice Englin, 507-508-0988, alice.englin@state.mn.us

| Grantee SWIFT Information | Grant Agreement Information | Funding Information |
|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Name of MDH Grantee: Dakota County Community Health Board | Grant Agreement/Project Agreement Number: 183510 | Total Grant Funds (all funding sources): \$1,565,718 |
| Grantee SWIFT Vendor Number: 0000197289 SWIFT Vendor Location Code: 001 | Period of Performance Start Date: November 1, 2020 Period of Performance End Date: October 31, 2025 | Total State Grant Funds: \$1,565,718 Total Federal Grant Funds: N/A |

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

| | | | |
|----------------------------------------------------|------------|-------------------------------------------------|-------------|
| Grant Project Agreement Start Date: | 11/1/2020 | Current Project Amendment Amount | \$782,859 |
| Original Grant Project Agreement Expiration Date: | 10/31/2025 | Original Grant Project Agreement Amount: | \$782,859 |
| Current Grant Project Agreement Expiration Date: | 10/31/2025 | Previous Project Amendment(s) Total: | N/A |
| Requested Grant Project Agreement Expiration Date: | N/A | Requested Total Grant Project Agreement Amount: | \$1,565,718 |

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "State") and Dakota County Community Health Board, 1 Mendota Rd. W., Suite 410, West St. Paul MN 55118 (hereinafter "Grantee").

Recitals

1. The State has a grant project agreement with the Grantee identified as 183510 ("Original Grant Project Agreement") to address the leading preventable causes of illness and death such as tobacco use or exposure, poor diet, and lack of regular physical activity, and other issues as determined by the commissioner through the statewide health assessment.
2. The Agreement is being amended to add funding for Year 2.
3. The State and the Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 3. "Grantee's Duties and Responsibilities" is amended as follows:

General. Grantee must:

1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1 of each year, ~~2020~~. The Year 2 work plan will be submitted in two phases: November 1, 2021-April 30, 2022, to be approved by November 1, 2021, and May 1, 2022-October 31, 2022, to be approved by May 1, 2022. If the work plan is not approved by the due date, November 1, 2020, Grantee cannot perform work under this agreement.
2. Perform the activities in the approved work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.
4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
7. Participate in site visits and grant reconciliation processes with State.
8. Participate in regularly scheduled calls and meetings with State community specialists.
9. Participate in State-sponsored technical assistance calls, webinars and trainings.
10. Attend State-sponsored conferences, meetings and in-person trainings.
11. Comply with State product approval outlined in the *SHIP Communications Guide*.
12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly. The schedule for quarterly reporting is provided below. The State will provide guidance regarding the required content of the reports.

| Quarterly Reporting Period | Report Submission Due Date |
|----------------------------|----------------------------|
| November 1 – January 31 | February 28 29 |
| February 1 – April 30 | May 30 |
| May 1 – July 31 | August 30 |
| August 1 – October 31 | November 30 |

Financial

1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
2. Obtain prior approval from the State for all subcontracts or mini-grants \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated 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.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee's current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the State other funding sources, including grants from other sources, that are directed toward tobacco, obesity and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure, prevent obesity and increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce tobacco use and exposure, prevent obesity and increase well-being. The Grantee may not use SHIP funds to replace federal, state, local, or tribal funding Grantee currently uses to reduce tobacco use and exposure, prevent obesity or increase well-being.

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 with SHIP funds. Education includes providing facts,

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

assessment 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. Lobbying restrictions do not apply to internal or non-public policies.

REVISION 2. Clause 4 (4.1a and 4.1b). "Consideration and Payment" is amended as follows:

(a) *Compensation.* The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State's Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

| | |
|---------------------------------------------|---------------------------------------|
| Year 1: November 1, 2020 – October 31, 2021 | \$782,859.00 |
| Year 2: November 1, 2021 – October 31, 2022 | \$782,859 To Be Determined |
| Year 3: November 1, 2022 – October 31, 2023 | To Be Determined |
| Year 4: November 1, 2023 – October 31, 2024 | To Be Determined |
| Year 5: November 1, 2024 – October 31, 2025 | To Be Determined |

(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 \$1,565,718. ~~\$782,859.00 (Seven Hundred Eighty-Two Thousand Eight Hundred Fifty-Nine Dollars).~~

REVISION 3. Clause 4 (4.2a). "Terms of Payment" is amended as follows:

(a) *Invoices.* The State will promptly pay the Grantee after 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: Invoices shall be completed and submitted on a form prescribed by the State for each month and submitted within 45 days after the end of the month, with the exception of June invoices, which should be submitted within 30 days after the end of the month.

REVISION 4. Clause 7. "Authorized Representatives" is amended as follows:

7.1 State's Authorized Representative. The State's Authorized Representative for purposes of administering this grant project agreement is Kristine Igo, Director, Meredith Ahlgren, Acting Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-201-5809, kris.igo@state.mn.us, 651-201-5446, meredith.ahlgren@state.mn.us, 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 Marti Fischbach, Community Services Director, 1 Mendota Rd. W., Suite 500, West St. Paul MN 55118 651-554-5742, marti.fischbach@co.dakota.mn.us, Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, 651-554-6103, bonnie.brueshoff@co.dakota.mn.us, or his/her successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions,

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

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.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Christina Mish Digitally signed by Christina Mish
Date: 2021.08.20 06:34:27 -05'00'

Date: August 20, 2021

SWIFT Contract/PO No(s): 183510/3-87097

2. GRANTEE

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

DocuSigned by:
By: Marti Fischbach
96039F9D032D437

Title: Community Services Director

Date: 8/23/2021

Approved as to form:

DocuSigned by:
By: Suzanne Schrader
FE11A05A7186446

Title: Asst Cty Atty KS-20-420-1 Bd Res 20-382

Date: 8/23/2021

3. MINNESOTA DEPARTMENT OF HEALTH

DocuSigned by:
By: Jeffery Colonna (with delegated authority)
F3BFB0332D04404

Title: Finance Director

Date: 8/23/2021

Distribution:

- MDH – Original (fully executed) Grant Project Agreement Amendment
- Grantee
- State's Authorized Representative

CHB Grant Project Agreement Amendment (03/2018)

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Amendment #2 for Grant Project Agreement # 183510
Between the Minnesota Department of Health and Board of Commissioners,
acting as the Dakota County Community Health Board

Minnesota Department of Health Grant Project Agreement Amendment 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.

DATE: November 1, 2022

ATTACHMENT: Amendment

CONTACT FOR MDH: Fred Ndip, 651-431-2449, fred.ndip@state.mn.us

| Grantee SWIFT Information | Grant Project Agreement Information | Funding Information |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------------|
| Name of MDH Grantee: Board of Commissioners, acting as the Dakota County Community Health Board | Grant /Project Agreement Number: 183510 | Total Grant Funds (all funding sources): \$3,914,295.00 |
| Grantee SWIFT Vendor Number: 0000197289 | Period of Performance Start Date: 11/1/2020 | Total State Grant Funds: \$3,914,295.00 |
| SWIFT Vendor Location Code: 001 | Period of Performance End Date: 10/31/2025 | Total Federal Grant Funds: \$0.00 |

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Amendment #2 for Grant Project Agreement # 183510
Between the Minnesota Department of Health and Board of Commissioners,
acting as the Dakota County Community Health Board

Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

| | | | |
|----------------------------------------------------|------------|-------------------------------------------------|----------------|
| Grant Project Agreement Start Date: | 11/1/2020 | Current Project Amendment Amount | \$2,348,577.00 |
| Original Grant Project Agreement Expiration Date: | 10/31/2025 | Original Grant Project Agreement Amount: | \$782,859.00 |
| Current Grant Project Agreement Expiration Date: | 10/31/2025 | Previous Project Amendment(s) Total: | \$782,859.00 |
| Requested Grant Project Agreement Expiration Date: | N/A | Requested Total Grant Project Agreement Amount: | \$3,914,295.00 |

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "MDH") and Board of Commissioners, acting as the Dakota County Community Health Board, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118 (hereinafter "Grantee").

Recitals

1. MDH has a grant project agreement with Grantee identified as 183510 ("Original Grant Project Agreement") to address the leading preventable causes of illness and death such as commercial tobacco use or exposure, poor diet, and lack of regular physical activity, and other issues as determined by the commissioner through the statewide health assessment.
2. The Original Grant Project Agreement is being amended to add funding for Years 3 through 5.
3. MDH and Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Project Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 3. "Grantee's Duties and Responsibilities" is amended as follows:

General. Grantee must:

1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1 of each year. The Year 2 work plan will be submitted in two phases: November 1, 2021-April 30, 2022, to be approved by November 1, 2021, and May 1, 2022-October 31, 2022, to be approved by May 1, 2022. If the work plan is not approved by the due date, Grantee cannot perform work under this agreement.
2. Perform the activities in the approved work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.
4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.

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Amendment #2 for Grant Project Agreement # 183510
Between the Minnesota Department of Health and Board of Commissioners,
acting as the Dakota County Community Health Board

6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
7. Participate in site visits and grant reconciliation processes with State.
8. Participate in regularly scheduled calls and meetings with State community specialists.
9. Participate in State-sponsored technical assistance calls, webinars and trainings.
10. Attend State-sponsored conferences, meetings and in-person trainings.
11. Comply with State product approval outlined in the *SHIP Communications Guide*.
12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly for Years 1-2 (November 1, 2020-October 31, 2022, and biannually for Years 3-5 (November 1, 2022-October 31, 2025). The schedule for quarterly and biannual reporting is provided below. The State will provide guidance regarding the required content of the reports.

| <u>Quarterly Reporting Period</u> | <u>Report Submission Due Date</u> |
|-----------------------------------|-----------------------------------|
| November 1 – January 31 | February 28 |
| February 1 – April 30 | May 30 |
| May 1 – July 31 | August 30 |
| August 1 – October 31 | November 30 |
| <u>Biannual Reporting Period</u> | <u>Report Submission Due Date</u> |
| <u>November 1 – April 30</u> | <u>May 30</u> |
| <u>May 1 – October 31</u> | <u>November 30</u> |

Financial

1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
2. Obtain prior approval from the State for all ~~subcontracts or mini-grants~~ service contracts or community partner awards \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated 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.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee's current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the State other funding sources, including grants from other sources, that are directed toward commercial tobacco, obesity and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce commercial tobacco use and exposure, prevent obesity and increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce commercial tobacco use and exposure, prevent obesity and increase well-being. The Grantee may not use SHIP funds to

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Amendment #2 for Grant Project Agreement # 183510
Between the Minnesota Department of Health and Board of Commissioners,
acting as the Dakota County Community Health Board

replace federal, state, local, or tribal funding Grantee currently uses to reduce commercial tobacco use and exposure, prevent obesity or increase well-being.

9. Adhere to the guidance set forth by MDH in the *Incentive Guidelines for MDH Grantees*. The Grantee may use grant funds to purchase incentive instruments in order to aid in meeting the goals and objectives of the grant agreement. The Grantee must have written effective policies and procedures on file before purchasing any incentive instruments. The Grantee is required to monitor and track incentive instruments. MDH reserves the right to inspect and review incentive instruments purchased and distributed, and related documents, as part of its monitoring oversight.

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 with SHIP funds. Education includes providing facts, assessment 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. Lobbying restrictions do not apply to internal or non-public policies.

REVISION 2. Clause 4 (4.1a and 4.1b). "Consideration and Payment" is amended as follows:

(a) *Compensation*. The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State's Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

| | |
|---------------------------------------------|--------------------------------------|
| Year 1: November 1, 2020 – October 31, 2021 | \$782,859.00 |
| Year 2: November 1, 2021 – October 31, 2022 | \$782,859.00 |
| Year 3: November 1, 2022 – October 31, 2023 | <u>\$782,859.00 To Be Determined</u> |
| Year 4: November 1, 2023 – October 31, 2024 | <u>\$782,859.00 To Be Determined</u> |
| Year 5: November 1, 2024 – October 31, 2025 | <u>\$782,859.00 To Be Determined</u> |

(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 \$3,914,295.00, ~~\$1,565,718.00~~.

REVISION 3. Clause 7 (7.1). "Authorized Representatives" is amended as follows:

7.1 *State's Authorized Representative*. The State's Authorized Representative for purposes of administering this grant project agreement is Fred Ndip, Supervisor, Community Initiatives Unit, Kristine Igo, Director, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-431-2449, fred.ndip@state.mn.us, 651-201-5809, kris.igo@state.mn.us, 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.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

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Amendment #2 for Grant Project Agreement # 183510
Between the Minnesota Department of Health and Board of Commissioners,
acting as the Dakota County Community Health Board

APPROVED:**1. State Encumbrance Verification**

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

Signature: Charlotte Paulson Digitally signed by Charlotte Paulson
Date: 2022.08.16 09:12:42 -05'00'

SWIFT Contract & Initial PO: 183510/3-96560

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.

Approval as to form

| | |
|----------------------------------------------------------------|------------------|
| Signature: <u>DocuSigned by:</u> <u>Suzanne W. Schrader</u> | Signature: _____ |
| Title: <u>ASST Cty Atty KS-20-420-2 Bd RES. 20-382</u> | Title: _____ |
| Date: <u>10/18/2022 9:06:44 AM CDT</u> | Date: _____ |
| Authorized signer | |
| Signature: <u>DocuSigned by:</u> <u>Marti Fischbach</u> | Signature: _____ |
| Title: <u>Community Services Director</u> | Title: _____ |
| Date: <u>10/18/2022 9:10:20 AM CDT</u> | 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.

Signature: DocuSigned by:
Jeffery Colonna
(with delegated authority) F36F60332D04404

Title: Purchasing Supervisor

Date: 10/18/2022 | 10:03:33 AM CDT

Distribution:

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