



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.

DATE: 4/15/2020

ATTACHMENT: Grant Agreement

CONTACT FOR MDH: Sam Robertson, sam.robertson@state.mn.us, 651-201-5491

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: Saint Paul Police Department	Grant Agreement/Project Agreement Number: OD2A: Making a Difference (MAD) in Minnesota	Total Grant Funds (all funding sources): \$ 270,000.00
Grantee SWIFT Vendor Number: 0000192898	Period of Performance Start Date: April 15, 2020	Total State Grant Funds: \$0.00
SWIFT Vendor Location Code: 008	Period of Performance End Date: August 31, 2022	Total Federal Grant Funds: \$270,000.00

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the award is being shared with you per 2 CFR 200.331. Please keep a copy of this cover sheet with the grant project agreement.

Grantee Data Universal Numbering System (DUNS) Name and Number	DUNS Name: Saint Paul Police Department DUNS Number: 8488984330000
Grantee's Approved Indirect Cost Rate for the Grant	10 percent
Is The Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Description	OD2A: Making a Difference (MAD) in Minnesota



Name of Federal Awarding Agency	U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC)
CFDA Name and Number (Catalog of Federal Domestic Assistance)	CFDA Name: Injury Prevention and Control CFDA Number: 93.136
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	1 NU17CE924985-01-00
Federal Award Date (Date MDH received federal grant)	September 1, 2019
Total Amount of Federal Award Received by MDH	\$3,970,647.00

Minnesota Department of Health

Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health (“MDH”) and Saint Paul Police Department (“Grantee”). Grantee’s address is 367 Grove Street, St. Paul, MN 55101.

Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. § 144.0742 and 144.05.
2. MDH is in need of an urban Law Enforcement (LE) agency to plan and implement a Naloxone Plus Model to conduct follow-up with individuals experiencing an overdose, as well as conduct proactive/preventive outreach.
3. The vision of the Department of Health is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the duties described in this agreement to the satisfaction of MDH. Grantee agrees to minimize administrative costs as a condition of this grant pursuant to Minn. Stat. § 16B.98, subd 1.

Grant Agreement

1. Term of Agreement

1.1. *Effective Date*

April 15, 2020, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later. Per Minn. Stat. § 16B.98, subd 7, no payments will be made to the Grantee until this grant contract is fully executed. Grantee must not begin work until this contract is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.

1.2. *Expiration Date*

August 31, 2022, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

1.3. *Survival of Terms*

The following clauses survive the expiration or cancellation of this grant contract:

8. Liability; 9. State Audits; 10. Government Data Practices and Data Disclosure; 11.

Ownership of Equipment; 12. Intellectual Property; 14. Publicity and Endorsement; and 16. Governing Law, Jurisdiction, and Venue.

2. Grantee's Duties

Grantee, who is not a state employee, shall:

- 2.1 Plan and implement a Naloxone Plus Model to conduct follow-up with individuals experiencing an overdose, as well as conduct proactive/preventive outreach.
 - 2.1.1 Identify and establish formal partnerships with behavioral health agencies to support the Naloxone Plus Model implementation with the Community Outreach and Stabilization (COAST) Unit.
 - 2.1.2 Establish and implement a plan for a minimum of monthly communication with behavioral health agency partners.
 - 2.1.2 Follow up visits will occur to provide naloxone, assess the individual's interest and readiness in treatment and/or recovery supports, and provide appropriate referrals.
 - a. Provide naloxone (or naloxone kits) and training on how to administer naloxone to the individual who has experienced an overdose, their family members and friends, neighbors, and anyone else who may be in a position to administer naloxone during a subsequent overdose.
 - b. Make a home visit no later than two weeks following the overdose incident to provide the individual and any friends or family also residing there with substance use disorder treatment linkage services.

2.2 Timeline:

Year 1: Establish contracts with partner(s) and train relevant partner staff members to implement the Naloxone Plus Model to follow-up with individuals experiencing an overdose in partnership with the COAST Unit.

Year 2: Continue to provide Naloxone Plus Model partner staff with additional training as appropriate. Continuous implementation of the Naloxone Plus Model to follow-up with individuals experiencing an overdose.

Year 3: Continue to provide Naloxone Plus Model partner staff with additional training as appropriate. Continuous implementation of the Naloxone Plus Model to follow-up with individuals experiencing an overdose.

2.3 Technical Assistance, Monitoring, Communication, and Evaluation:

2.3.1 MDH will provide Grantee with training and technical assistance as needed.

2.3.2 Grantee will report bi-annually on activity progress, successes, challenges, and stories from the field to MDH.

2.3.3 Grantee will establish a plan for a minimum of monthly communication with MDH.

2.3.4 MDH and Grantee will establish an Evaluation Plan within three months of the project start, which may include, but is not limited to indicators such as:

- a. Number of referrals and linkages to care for survivors of drug overdose and individuals living with substance use disorder.
- b. Number of agencies clients are being referred to for treatment and other care needs.
- c. Description of referral processes, including barriers and facilitators to successful care linkage.

3. Time

Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence, and failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the grant.

Grantee is required to perform all of the duties recited above within the grant period. MDH is not obligated to extend the grant period.

4. Consideration and Payment

4.1. Consideration

MDH will pay for all services performed by Grantee under this grant agreement as follows:

4.1.1. Compensation.

Grantee will be paid according to the budget detailed in Exhibit A which is attached and incorporated into this grant agreement.

4.1.2. Total Obligation

The total obligation of MDH for all compensation and reimbursements to Grantee under this agreement will not exceed two hundred seventy thousand dollars, \$270,000.00

Grant Year 1: 4/15/20 – 8/31/20 (\$90,000)

Grant Year 2: 9/1/20 – 8/31/21 (\$90,000)

Grant Year 3: 9/1/21 – 8/31/22 (\$90,000)

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4.1.3. 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”). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received 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.

4.1.4. Budget Modifications

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

4.2. Terms of Payment

4.2.1. Invoices

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and MDH’s Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule:

End of calendar quarter

June 30, 2020
September 30, 2020
December 31, 2020
March 31, 2021
June 30, 2021
September 30, 2021
December 31, 2021
March 31, 2022
June 30, 2022
September 30, 2022

Invoice due

August 15, 2020
November 15, 2020
February 15, 2021
May 15, 2021
August 15, 2021
November 15, 2021
February 15, 2022
May 15, 2022
August 15, 2022
November 15, 2022

4.2.2. Matching Requirements no matching requirement

4.2.3. Federal Funds

Payments under this agreement will be made from federal funds obtained by the State through US Department of Justice (DOJ), Office of Justice Programs (OJP) and Bureau of Justice Assistance, CFDA number 93.136, Injury Prevention and Control Research and State and Community Based Programs. The Notice of Grant Award (NGA) number is 1NU17CE924985-01-00; FOA CD19-1904. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by MDH to Grantee. In the event of such a termination, Grantee is entitled to payment, determined on a pro rata basis, for services satisfactorily performed

4.3. Contracting and Bidding Requirements

4.3.1. Municipalities

A grantee that is a municipality – defined as a county, town, city, school district or other municipal corporation or political subdivision of MDH authorized by law to enter into contracts - is subject to the contracting requirements set forth under Minn. Stat. § 471.345. Projects that involve construction work are subject to the applicable prevailing wage laws, including those under Minn. Stat. § 177.41, et. seq.

4.3.2. Non-municipalities

Grantees that are not municipalities must adhere to the following standards in the event that duties assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under Minn. Stat. ch. 16B.
- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:

- 1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<http://www.mmd.admin.state.mn.us/process/search/>);

- 2) Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (<https://mnucp.metc.state.mn.us/>); or
 - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>).
- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
 - vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
 - vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
 - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant or
 - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.
 - viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under Minn. Stat. §§ 177.41 through 177.44.
 - ix. Grantee must not contract with vendors who are suspended or debarred in Minnesota. The list of debarred vendors is available at: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

5. Conditions of Payment

All services provided by Grantee pursuant to this agreement must be performed to the satisfaction of MDH, as determined in the sole discretion of its Authorized Representative. Further, all services provided by Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, 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.

6. Authorized Representatives

6.1. State's Authorized Representative

MDH's Authorized Representative for purposes of administering this agreement is Sam Robertson, Overdose Prevention Unit, 85 E. 7th Place, PO Box 64882, St. Paul, MN 55164, sam.robertson@state.mn.us, 651-201-5491], or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the services provided under this agreement. If the services are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. Grantee's Authorized Representative

Grantee's Authorized Representative is [Sergeant Jamie Sipes, Program Coordinator, Community Outreach and Stabilization Unit (COAST), Saint Paul Police Department, 367 Grove Street, Saint Paul, MN 55101, jamie.sipes@ci.stpaul.mn.us, 651-266-6766., or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this agreement, Grantee must immediately notify MDH in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1. Assignment

Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MDH.

7.2. Amendments

If there are any amendments to this agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

7.3. Waiver

If MDH fails to enforce any provision of this agreement, that failure does not waive the provision or MDH's right to enforce it.

7.4. Grant Agreement Complete

This agreement contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8. Liability

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to Minn. Stat. ch. 466, or any other statute or law.

9. State Audits

The relevant books, records, documents, and accounting procedures and practices of Grantee and any other party are subject to examination under Minn. Stat. § 16B.98, subd. 8, by MDH and the Minnesota State Auditor or the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, 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, Minn. Stat. ch. 13, as it applies to all data provided by MDH under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement Pursuant to Minn. Stat. § 13.05, subd. 11(a). The civil remedies of Minn. Stat. § 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, 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

Grantee consents to disclosure of its social security number, federal employee tax identification number, or Minnesota tax identification number--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to Minn. Stat. § 270C.65, subd. 3, and all other applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. Ownership of Equipment

Disposition of all equipment purchased under this grant shall be in accordance with 2 CFR 200. For all equipment having a current per unit fair market value of \$5,000 or more, MDH shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by MDH. This right will normally be exercised by MDH only if the project or program for which the equipment was acquired is transferred from one grantee to another.

12. Ownership of Materials and Intellectual Property Rights**12.1. Ownership of Materials**

MDH 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 this grant agreement, 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”).

Grantee hereby assigns to MDH all rights, title and interest to the materials. Grantee shall, upon request of MDH, execute all papers and perform all other acts necessary to assist MDH to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under this grant agreement by Grantee, its employees or subgrantees, individually or jointly with others, shall be considered “works made for hire” as defined by the United States Copyright Act. All of the materials, whether in paper, electronic, or other form, shall be remitted to MDH by Grantee. Its employees and any subgrantees shall not copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of Grantee’s obligations under this grant agreement without the prior written consent of MDH’s Authorized Representative.

12.2. *Intellectual Property Rights*

Grantee represents and warrants that materials produced or used under this grant agreement 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 grant agreement, 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. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

13. *Workers’ Compensation*

Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, which pertains to workers’ compensation insurance coverage. Grantee’s employees and agents, and any contractor hired by Grantee to perform the work required by this Grant Agreement and its employees, 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.

14. *Publicity and Endorsement*

14.1. *Publicity*

Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees shall identify

MDH as the sponsoring agency and shall not be released without prior written approval by MDH's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

14.2. Endorsement

Grantee must not claim that MDH endorses its products or services.

15. Termination

15.1. Termination by MDH or Grantee

MDH or Grantee may cancel this grant agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

15.2. Termination for Cause

If Grantee fails to comply with the provisions of this grant agreement, MDH may terminate this grant agreement 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.

15.3. Termination for Insufficient Funding

MDH may immediately terminate this 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 agreement. Termination must be by written or facsimile notice to Grantee. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

16. Governing Law, Jurisdiction, and Venue

This grant agreement, and amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Other Provisions

17.1. Contractor Debarment, Suspension and Responsibility Certification

Federal regulation 2 CFR Part 200.12 prohibits MDH from purchasing goods or services with federal money from vendors who have been suspended or debarred by the Federal Government. Similarly, Minnesota Statutes, section 16C.03, Subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with MDH.

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. 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 grant agreement, Grantee certifies that it and its principals:

- 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;
- b. Have not within a three-year period preceding this agreement: 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;
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental 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 statement 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 grant/contract are in violation of any of the certifications set forth above.

17.2. Audit Requirements

17.2.1. For Grantees that are state or local governments, non-profit organizations, or Indian Tribes:

- i. If Grantee expends total federal assistance of \$750,000 or more per year, 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.C. ch. 75) and 2 CFR Part 200; and, b) to comply with the Single Audit Act of 1984, as amended (31 U.S.C. ch. 75) and 2 CFR Part 200.

Audits shall be made annually unless 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.

- ii. For Grantees that are institutions of higher education or hospitals:
- iii. If Grantee expends total direct and indirect federal assistance of \$750,000 or more per year, Grantee agrees to obtain a financial and compliance audit made in accordance with 2 CFR Part 200. The audit shall cover either the entire organization or all federal funds of the organization.
- iv. The audit must determine whether Grantee spent federal assistance funds in accordance with applicable laws and regulations.

17.2.2. 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."

17.2.3. The audit report shall state that the audit was performed in accordance with the provisions of 2 CFR Part 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, 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.

17.2.4. 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 Part 200.

17.2.5. If payments under this grant agreement will be made from federal funds obtained by MDH through the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), Grantee is responsible for compliance with all federal requirements imposed on these funds. 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 (10 CFR Part 600); and Title 2 of the Code of Federal Regulations.

17.2.6. 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.C. Ch. 75) and 2 CFR 200.

17.2.7. The Statement of Expenditures form can be used for the schedule of federal assistance.

17.2.8. Grantee agrees to retain documentation to support the schedule of federal assistance for at least four (4) years.

17.2.9. Grantee agrees to file required audit reports within nine (9) months of Grantee's fiscal year end.

Recipients of more than \$750,000 in federal funds are required under 2 CFR Part 200 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

17.3. *Drug-Free Workplace*

Grantee agrees to comply with the Drug-Free Workplace Act of 1988, which is implemented at 34 CFR Part 85, subpart F.

17.4. *Lobbying*

Grantee agrees to comply with the provisions of 31 USC § 1352. Grantee must not use any federal funds from MDH 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. If Grantee uses any funds other than the federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this provision in all contracts and subcontracts and all contractors and subcontractors must comply accordingly.

17.5. *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.

17.6. Cost Principles

Grantee agrees to comply with the provisions 2 CFR Part 200 regarding cost principles for administration of this grant award for educational institutions, state and local governments and Indian tribal governments or non-profit organizations.

17.7. 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.

17.8. 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 Regional Office of the Environmental Protection Agency (EPA).

[Signatures on following page]

COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.



APPROVED:

1. State Encumbrance Verification

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

By: Seth Rasmussen Digitally signed by Seth Rasmussen
Date: 2020.04.22 07:59:33 -05'00'

Print name: Seth Rasmussen

Date: 04/22/2020

SWIFT Contract/PO No(s). 175247/3-74085

(SIGNATURE PAGE 1 OF 3)

**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.

By: _____

Print name: Steven HengTitle: Assistant City Attorney

Date: _____

By: _____

Print name: Robert ThomasserTitle: Assistant Chief of Police

Date: _____

By: _____

Print name: John McCarthyTitle: Director of Financial Services

Date: _____

By: _____

Print name: Valerie JensenTitle: Human Rights and Equal Economic Opportunity Director

Date: _____

By: _____

Print name: Jaime TincherTitle: Deputy Mayor

Date: _____

(SIGNATURE PAGE 2 OF 3)



3. Minnesota Department of Health

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

By: _____ (with delegated authority)

Print name: _____

Title: _____

Date: _____

Distribution:

Agency – Original (fully executed) Grant Agreement

Grantee

State Authorized Representative

(SIGNATURE PAGE 3 OF 3)

Saint Paul Police Department Opioid Overdose Prevention Grant Agreement

Exhibit A Budget and Justification

Summary Budget by Category	Total for First Year
Personnel: (Salary and Fringe)	\$ 70,000.00
Training	\$ 5,000.00
Equipment	\$ 2,500.00
Supplies	\$ 7,500.00
Other	\$ 2,500.00
Total Direct Costs	\$ 87,500.00
Indirect costs (not to exceed 10%)	\$ 2,500.00
Total Costs	\$ 90,000.00

Detailed Budget Justification for Year 1 only

A. Salary and Fringe Benefits				
Name of Staff Person	Position Title	Hourly Wage	FTE	Year 1
Staff Person 1 Contracted Agency	Licensed Alcohol and Drug Counselor		25%	\$ 25,000.00
Staff Person 2 Contracted Agency	Peer Support Specialist		40%	\$ 20,000.00
Staff Person 3 Contracted Agency	Licensed and Independent Clinical Social Worker		25%	\$ 25,000.00
A. Total Salary and Fringe				\$ 70,000.00
Staff Roles and Responsibilities: <i>please add as many rows as needed</i>				
Licensed Alcohol and Drug Counselor	brief description of role/responsibility for each staff person listed above			
Peer Support Specialist				
Licensed and Independent Clinical Social Worker				
	Conduct therapy, case manage, diagnostic assessments			
	Connect with and support overdose victims			
	Conducts diagnostic assessments, case manage, service connections, therapy			

B. Training	(briefly describe travel need and cost breakdown)			Year 1
There are a couple of conferences with a network of agencies conducting similar work.				
Program full time employees will be interested in attending. More information is currently TBD due to COVID 19.				
Total Training Cost				\$ 5,000.00
C. Equipment	describe equipment services needed and provide estimate			Year 1
Possible computers or laptops for employees, or other equipment necessary for job function				
Total Equipment				\$ 2,500.00
D. Supplies	provide supply category and need justification			Year 1
Promotional materials: banners and posters for community engagement event				
Naloxone Kit supplies: bags, sharps containers				
Flyers for informational purposes for clients				
E. Total Supplies				\$ 7,500.00
Other Expenses	provide description and need justification			Year 1
Other program expense and costs not accounted for in other categories				
F. Total Other Expenses				\$ 2,500.00
G. Indirect costs (not to exceed 10%)				\$ 2,500.00
Total of All Categories (per year)				\$ 90,000.00

Certificate Of Completion

Envelope Id: 22F4C27EB971407C8736A67E8698A5EB	Status: Sent
Subject: Please DocuSign: Grant Agreement with the Minnesota Department of Health	
Source Envelope:	
Document Pages: 21	Signatures: 0
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lucy Ross
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	658 Cedar St.
	St. Paul, MN 55155
	Lucy.Ross@state.mn.us
	IP Address: 156.98.136.27

Record Tracking

Status: Original	Holder: Lucy Ross	Location: DocuSign
4/22/2020 7:40:40 AM	Lucy.Ross@state.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Health	Location: DocuSign

Signer Events

Signature	Timestamp
Jaimie Tincher jaime.tincher@ci.stpaul.mn.us Deputy Mayor Security Level: Email, Account Authentication (None)	Sent: 4/22/2020 7:54:15 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

John McCarthy john.mccarthy@ci.stpaul.mn.us Interim Finance Director Security Level: Email, Account Authentication (None)	Sent: 4/22/2020 7:54:14 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Steven Heng steven.heng@ci.stpaul.mn.us Security Level: Email, Account Authentication (None)	Sent: 4/22/2020 7:54:14 AM Viewed: 4/22/2020 7:55:12 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Valerie Jensen valerie.jensen@ci.stpaul.mn.us Security Level: Email, Account Authentication (None)	Sent: 4/22/2020 7:54:15 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robert Thomasser robert.thomasser@ci.stpaul.mn.us Security Level: Email, Account Authentication (None)	Sent: 4/22/2020 7:54:13 AM Resent: 4/22/2020 7:56:51 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
MDH FiM with Delegated Authority to Execute Grants/Contracts Interim Accounting Supervisor Minnesota Department of Health Signing Group: MDH FiM with Delegated Authority to Execute Grants/Contracts Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 4/22/2020 7:54:13 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jamie Sipes jamie.sipes@ci.stpaul.mn.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/22/2020 7:54:15 AM Viewed: 4/22/2020 7:58:05 AM
Sam Robertson sam.robertson@state.mn.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark Kinde Mark.Kinde@state.mn.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dana Farley Dana.Farley@state.mn.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sabrina Sutter Sabrina.Sutter@state.mn.us Seth Rasmussen Seth.Rasmussen@state.mn.us Signing Group: MDH Encumbrance Officers Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2020 7:56:52 AM
Payment Events	Status	Timestamps