

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: April 7, 2020

ATTACHMENT: Grant Agreement, COVID-19 EMERGENCY FUND GRANT

CONTACT FOR MDH: Carol Gronfor, 651-201-3842, carol.gronfor@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Legal Name of Grantee: City of Saint Paul Assumed Name of Grantee: Saint Paul Fire Department	Applicant ID: 1248 Grant Agreement: 174694 Purchase Order: 3000073784	Total Grant Funds (all funding sources): \$65,043.00
Grantee SWIFT Vendor Number: 0000192898 SWIFT Vendor Location Code: 011	Period of Performance Start Date: Retroactive to March 3, 2020. Period of Performance End Date: June 30, 2021	Total State Grant Funds: \$65,043.00 Total Federal Grant Funds: \$0



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 City of Saint Paul ("Grantee"). Grantee's address is 645 Randolph Avenue, Saint Paul, MN 55102.

Recitals

- 1. MDH is empowered to enter into this grant agreement under Minn. Stat. § 144.0742 and 2020 Minn. Laws Ch. 70.
- 2. MDH is in need of eligible health care entities to plan for, prepare for, or respond to the outbreak of SARS-CoV-2 virus and coronavirus disease (COVID-19).
- 3. On March 3, 2020, the Commissioner of Health notified the Minnesota legislature of the growing public health crisis related to COVID-19 and requested access to the Public Health Response Contingency Account.
- 4. 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.
- 5. 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 7, 2020, or the date the State obtains all required signatures under Minnesota Statutes, section 16B.98, whichever is later.

Because of the public health crisis that began on March 3, 2020, and the peacetime emergency declared by the Governor on March 13, 2020, this grant agreement retroactively authorizes expenses incurred for qualified work performed and qualified expenses incurred on or after March 3, 2020.

Per Minn. Stat. § 12.36, during a peacetime emergency payments may be made to the Grantee prior to the contract being fully executed if such payments are determined by the Commissioner of Health to be in the best interests of the state.



1.2. Expiration Date

June 30, 2021, 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: Perform the duties specified in Exhibit A which is attached and incorporated into this grant agreement.

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 for expenditures occurring between March 3, 2020 and February 1, 2021, according to the Terms and Conditions of Funding and the breakdown of costs contained in Exhibit B, which is attached and incorporated into this agreement.

4.1.2. Total Obligation

The total obligation of MDH for all compensation and reimbursements to Grantee under this agreement will not exceed Sixty Five Thousand Forty Three Dollars (\$65,043.00).

4.1.3. Grant-Related Travel and Subsistence Expenses Precluded

No grant funds may be used for the Grantee's travel or subsistence expenses incurred in connection with this Agreement.

4.1.4. Budget Modifications

Modifications greater than 25 percent of any budget line item in the most recently approved budget incorporated in Exhibit B requires prior written



approval from MDH and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 25 percent of any budget line item may result in denial of modification request, loss of funds, or both. Modifications equal to or less than 25 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 4.1.2.

4.2. Terms of Payment

4.2.1. Invoices

MDH will promptly pay Grantee an advance payment for the entire award amount upon grant agreement execution.

4.2.2. Reconciliation Requirements

Grantee must track all expenditures and be able to account for all funds during a future financial reconciliation that must be completed prior to June 1, 2021.

4.2.3. Return of Funds

Under 2020 Minn. Laws Ch. 70, Art. 2, § 1, subd. 9, Grantee must return any funds not spent through February 1, 2021 to MDH. Grantee must also return any funds that were used for purposes not authorized under this agreement. All leftover and other funds are due to MDH no later than June 1, 2021.

4.2.4. Assistance from Other Sources

Grantee must return any funds received under this agreement for costs that were subsequently supported by another source. Funds must be returned to MDH no later than June 1, 2021.

5. Conditions of Payment

5.1. Requirements of Receiving Grant Funds

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 Representatives for purposes of administering this agreement are Carol Gronfor, Supervisor, Office of Rural Health and Primary Care, P.O. Box 64882, St. Paul MN 55164-0882, 651.201.3842, carol.gronfor@state.mn.us, and Zora Radosevich, Director, Office of Rural Health and Primary Care, P.O. Box



64882, St. Paul MN 55164-0882, 651.201.3859 or their successors, and have the responsibility to monitor Grantee's performance and the final authority to accept the services provided under this agreement.

6.2. Grantee's Authorized Representative

Grantee's Authorized Representative is Assistant Chief Matt Simpson, 645 Randolph Avenue, Saint Paul, MN 55102; 651-228-6270, matthew.simpson@ci.stpaul.mn.us, 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 books, records, documents, and accounting procedures and practices of Grantee and any other party that are relevant to this agreement 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

MDH shall have the right to require transfer of all equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. 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.

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. 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. Education includes providing facts, assessment of 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.

[Signatures on following page]



APPROVED:

1	Stata	Encum	hranco	Verificatio	
ı.	State	Encum	orunce	verilleado	r

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

	DocuSigned by:
Ву: _	Amy Jellison
	t name:
Date	4/10/2020 ::
SWII	174694 / 3-73784 FT Contract/PO No(s).

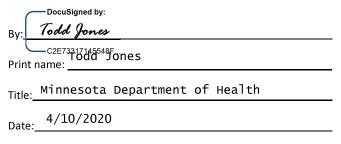
2. Grantee

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.

-,		
Print name	Barton Inks	
Title:	Fire Chief	
May 4, 2020 Date:		
By: Jane Rae Tin	ne Rae Tincher cher (May 5, 2020)	
V	Jaime Tincher	
Title:	Deputy Mayor	
May :	5, 2020	

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.



Distribution:

Agency — Original (fully executed) Grant Agreement Grantee State Authorized Representative

37.	Sarah K	Sullivan
₹₩•		

Print name:	Sarah Sullivan	
Title:	City Attorney	
May 4	2020	

May 4, 2020 Date: _____

By:	John McCarthy (May 4, 2020)	
•		

Print name: John McCarthy

Title: Finance Director

May 4, 2020 Date: _____

By: Valerie M Jensen
By: Valerie M Jensen (May 4, 2020)

Print name: Valerie Jensen

Title: HREEO Director
May 4, 2020

(with delegated authority)

Date: _



COVID-19 EMERGENCY RESPONSE GRANT - GRANTEE'S DUTIES

Grantee Legal Name: City of Saint Paul

Grantee Assumed Name: Saint Paul Fire Department

In response to COVID-19, Grantee shall:

Committed	Activity	Activity Description	
	#		
	1	Establish and operate temporary site(s) to provide testing, treatment beds, isolation or quarantine of affected individuals.	
	2	Temporarily convert space for another purpose that will revert to its original use.	
Х	3	Staff Overtime and Hiring, and Cost of Isolation	
	4	Staff Training	
х	5	Purchase consumable protective or treatment equipment or supplies to protect or treat staff, visitors or patients.	
	6	Develop and implement screening and testing procedures.	
	7	Provide additional emergency transportation of patients.	
	8	Support patient triage, screening, and telemedicine activities with additional temporary information technology and systems.	
	9	Purchase replacement parts or filters for medical equipment that are necessary for the equipment's operation.	
	10	Other	
х	11	 Track the following: Number of patients tested for COVID-19 Number of patients treated for COVID-19 Number of patients referred to another entity for treatment of COVID-19 Number of patients transported to another entity for treatment of COVID-19 	
Х	12	Provide the state with progress reports on project activities. The reporting schedule is as follows: Report 1 due August 30, 2020 Report 2 due November 30, 2020 Report 3 due January 31, 2021 Report 4 due April 30, 2021	
X	13	Provide the state with financial reports documenting expenditures with attached supporting proof of expenditures: Report 1 due August 30, 2020 Report 2 due November 30, 2020 Report 3 due January 31, 2021 Report 4 due April 30, 2021	



EXHIBIT B

COVID-19 EMERGENCY RESPONSE GRANT - GRANTEE'S DUTIES

Grantee Legal Name: City of Saint Paul

Grantee Assumed Name: Saint Paul Fire Department

Funding Terms and Conditions

- The Grantee may incur expense modifications that are equal to or less than 25 percent of any of the budget line items identified in this Exhibit without obtaining prior approval from one of the State's Authorized Representatives.
- The Grantee *may not* incur expense modifications that are *greater than 25 percent* of any budget line items identified in this Exhibit without first contacting one of the State's Authorized Representatives, as set forth in Article 6.1 of this Agreement. One of the State's Authorized Representatives must furnish the Grantee with written approval to proceed before the Grantee may incur an expense at this dollar level.
- Only expenses that are related to grant-approved activities, as defined in Exhibit A to this Agreement, may be billed to this grant.
- Grant funds may only be used for locations operating in Minnesota and for services provided exclusively in Minnesota.
- Expenses that are unrelated to grant-approved activities, as defined in Exhibit A, will not be reimbursed.
- Only work occurring on or after March 3, 2020 qualifies as an approved expense.
- Other types of ineligible expenses include, but are not limited to:
 - Any expenses incurred before March 3, 2020;
 - Any expenses not tied directly to COVID-19 planning and response;
 - Expenses covered or immediately reimbursable by another funding source;
 - Fundraising;
 - Taxes, except sales tax on goods and services;
 - Lobbyists or political contributions;
 - Bad debts or late payment fees;
 - Medical claims;
 - Finance charges; and



o Contingency funds, food for staff, staff travel, lost revenue due to COVID-19 epidemic, and social supports for clients unrelated to medical care such as cash assistance or housing subsidies.

Approved Expense	Amount
Salaries & Fringe: Personnel costs for COVID related response including overtime, and hiring of additional staff. Grant funds <u>cannot</u> be used to cover the costs of staff layoffs or reductions, or wages of staff isolated and quarantined.	\$34,660.00
Supplies: Purchase of consumable products or materials used for COVID related response, not to include testing related costs. Grantees must submit financial expense reports within the following categories: Personal Protective Equipment (PPE), and Other.	\$30,383.00
Testing: Cost of all supplies, shipping, delivery, and equipment for testing.	\$0.00
Construction : Costs specific to a COVID response for establishing and operate temporary site(s) to provide testing, treatment beds, isolation or quarantine of affected individuals'; or temporary conversion of space for another purpose that will revert to its original use.	\$0.00
Equipment: Equipment costs over \$5,000 including acquisition, modifications, attachments, accessories, necessary to make usable for COVID response, excluding equipment related to testing. Grantees must submit financial expense reports within the following categories: Ventilators, and Other.	\$0.00
Temporary Information Technology:	\$0.00
Transportation: Emergency transportation for clients for COVID related services.	\$0.00
Other:	\$0.00
Total Expenses	\$65,043.00



Certificate Of Completion

Envelope Id: 770CB1AFD8E642349694736E63E8CB8D Status: Sent

Subject: Please DocuSign: COVID-19 Grant Agreement with the Minnesota Department of Health - 1248

Source Envelope:

Document Pages: 13 Signatures: 2 Envelope Originator:

Certificate Pages: 2 Initials: 0 Joey Lee

AutoNav: Enabled 658 Cedar St.

Envelopeld Stamping: Enabled St. Paul, MN 55155

Time Zone: (UTC-08:00) Pacific Time (US & Canada) joseph.lee@state.mn.us

IP Address: 156.98.136.27

Record Tracking

Status: Original Holder: Joey Lee Location: DocuSign

4/9/2020 5:22:29 PM joseph.lee@state.mn.us

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: Department of Health Location: DocuSign

Signer Events Signature Timestamp

Amy Jellison
amy.m.jellison@state.mn.us

Pocusigned by:

Amy. Jellison
Resent: 4/9/2020 5:26:30 PM
Resent: 4/10/2020 5:39:28 AM

Minnesota Department of Health
Viewed: 4/10/2020 6:55:32 AM

Security Level: Email, Account Authentication
Signed: 4/10/2020 6:55:55 AM

(None) Signature Adoption: Pre-selected Style
Using IP Address: 156.98.136.27

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

 Matt Simpson
 Sent: 4/9/2020 5:26:29 PM

 matthew.simpson@ci.stpaul.mn.us
 Resent: 4/15/2020 10:41:17 AM

 Security Level: Email, Account Authentication (None)
 Resent: 4/21/2020 2:19:25 AM

 Resent: 4/21/2020 3:00:40 AM

Viewed: 4/21/2020 12:02:31 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

 Todd Jones
 Sent: 4/9/2020 5:26:29 PM

 Todd.Jones@state.mn.us
 Viewed: 4/10/2020 6:56:19 AM

 Minnesota Department of Health
 Signed: 4/10/2020 6:56:27 AM

Department of Health
Signature Adoption: Pre-selected Style
Signing Group: MDH FiM with Delegated Authority to

Execute Grants/Contracts

Signing Group: MDH FilM with Delegated Authority to Using IP Address: 156.98.136.27

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

City of Saint Paul

jill.lacasse@ci.stpaul.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

Program

Carol.Gronfor@state.mn.us

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 Envelope Sent	Status	Timestamps
Livelope Sent	Hashed/Encrypted	4/21/2020 3:00:40 AM