

## HEALTHY FOOD ESTABLISHMENT FUND GRANT AGREEMENT

Document Distribution	
Distribution – Original	MHD
Distribution – Copy	Comptroller
Distribution – Copy	Grantee

HIPAA Business Associate Agreement Required?	
HIPAA Business Associate Agreement (“BAA”)	<input type="checkbox"/> Required and attached as Exhibit C / <input type="checkbox"/> Not Required

Unique Program Information	
Grantee Name (“Grantee”)	
Name of the Funded Program (“Program”)	Name:  Description: See attached Scope of Work (Exhibit A)
Program Budget (“Budget”)	See attached Budget (Exhibit B)
Common Council file number authorizing contracting authority	
City of Milwaukee project account number	
Amount of the Grant (“Amount”)	
Term of Agreement (“Term”)	Beginning on January 1, 2026 and ending on the latter of February 15, 2027 or such time as any audit, litigation, or associated administrative proceeding has been concluded.
Performance Period (“Performance Period”)	Beginning on January 1, 2026 and ending on the latter of December 31, 2026.
Description of the performance metrics Grantee is required to report (“Performance Metrics”)	
Dates upon which performance metrics reporting is due from Grantee (“Reporting Dates”)	
Official notice to City of Milwaukee	Name: Address (“Official Address”): Email Address (“Official Email Address”): Phone:
Official notice to Grantee	Name:

	Address ( <b>"Official Address"</b> ): Email Address ( <b>"Official Email Address"</b> ): Phone:
Insurance coverages and limits ( <b>"Insurance"</b> )	<ul style="list-style-type: none"> <li>• Worker's Compensation - Statutory Limits</li> <li>• Commercial General Liability - Each occurrence \$1 million, General aggregate \$2 million</li> <li>• Automobile Liability - \$1 million / person / occurrence of bodily injury and \$1 million per occurrence of property damage, or a combined limit of \$1 million per occurrence.</li> <li>• Professional Liability Insurance - \$1 million / occurrence, for which Coverage must remain in effect for a period of not less than two (2) years beyond the termination date of the contract.</li> <li>• The City shall be named as an additional insured on Grantee's Commercial General Liability and Automobile Liability Policy.</li> </ul>

This Grant Agreement (**"Agreement"**) is made between the City of Milwaukee (**"City"**), acting by and through its Milwaukee Health Department (**"MHD"** which, when used in this Agreement includes the City), and Grantee, each a **"Party"** and collectively the **"Parties."** This Agreement governs the work to be done by Grantee in connection with the Program, which is funded by a grant from the City of Milwaukee.

1. **Definitions.** Certain terms in this Agreement are defined. Defined terms are those terms noted in the following way: **"Example Term"**. Defined terms carry the associated definition throughout the Agreement.
2. **Grant to Grantee and Scope of Work.** MHD hereby awards a grant, not to exceed the Amount, to Grantee to implement the Program as described in this Agreement.
3. **Term.** The terms and conditions of the Agreement shall remain in effect for the Term or for such other period of time described in the term itself or the section titled Survival. The Term may be a longer period of time than the Performance Period, during which additional time the Grantee can complete administrative closeout activities such as requesting reimbursement or filing outstanding reports and performance metrics, or responding to audit requests.
4. **Performance Period.** Grantee shall complete the Program during the Performance Period.
5. **Reporting.** Grantee shall provide updated and accurate Performance Metrics to MHD on the Reporting Dates, as well as any other program evaluation and reporting describing clients served, types of services, outputs, outcomes, daily counts, etc. as MHD may reasonably require.
6. **Notice.** Official notices shall be provided via a nationally recognized overnight courier service with proof of delivery, or by registered or certified mail (postage prepaid, return receipt requested), to the Official Address of the receiving Party, with a courtesy email copy to the Official Email Address of the receiving Party. The official notice shall be deemed served on the date noted on the proof of delivery or return receipt. Counsel for a Party may give or receive notice or demand on behalf of such Party, and such notice or demand shall be

treated as being sent or received by such Party. All other communications may be sent to the Official Email Address.

- 7. Financial Management.** If the Amount is \$10,000 or more, Grantee will sufficiently segregate funds received under this Agreement from other funding sources, agreements, programs, and/or projects. Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Grantee's chart of accounts and accounting system shall permit timely preparation of reports of program expenditures by provider type. Records shall be maintained after final audit of the Agreement for a period of not less than seven (7) years unless the program requirements are longer. Grantee shall also have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.
- 8. Payment Process.**

  - a. The following applies to all grants, regardless of amount:** Expenditures, whether the funds were provided by MHD on an upfront or reimbursable basis, shall only be made for actual costs incurred to implement the Program, and must be supported by documentation including but not limited to paid invoices, receipts, payroll records, canceled checks, money orders, lien waivers, bills of sale, etc. Grantee shall provide MHD with any additional documentation MHD reasonably requires to justify payments. MHD will strive to make reimbursements within 30 days of receipt of the request and any additional requested documentation. Payment by MHD to Grantee shall be contingent upon each payment request being reviewed and approved by MHD. MHD shall not reimburse Grantee for any costs incurred: (a) in excess of the Amount, (b) in violation of any federal, state, or local law, regulation, ordinance or rule, or (c) in violation of this Agreement. The determinations of MHD as to whether costs are reimbursable shall prevail. MHD may withhold the last 10% of the Amount until all final close out documentation has been provided by Grantee and accepted by MHD, the assignment to MHD of any necessary refunds, rebates, and credits and, at MHD's option, final audit by MHD.
  - b. The following applies to grants of \$10,000 or less:** Grantees receiving an Amount of \$10,000 or less may request 50% of the Amount to be paid prior to commencing work. Grantee shall provide the documentation described in (a) evidencing how the initial funds were spent on no less than a quarterly basis. When the initial funds have been expended, Grantee may file reimbursement requests for the remaining portion of the Amount by filing reimbursement requests with MHD including the documentation described in (a) on no less than a quarterly basis. MHD may withhold the last 10% of grant funds until all final close out documentation has been provided by MHD by Grantee and accepted by MHD.
  - c. The following applies to grants of more than \$10,000:** Grantee may request reimbursement up to the Amount by filing reimbursement requests with MHD including the documentation described in (a) on no less than a quarterly basis. MHD may withhold the last 10% of grant funds until all final close out documentation has been provided to MHD by Grantee and accepted by MHD.
- 9. Return of Misused Funds.** Grantee shall be responsible for reimbursement to MHD of any disbursed funds MHD determines have been misused or misappropriated. Any reimbursement of grant funds required by MHD shall be due upon MHD's written demand to Grantee. This term shall survive termination of the Agreement and shall continue indefinitely.

**10. Public Records.** Grantee understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third party, the records “produced or collected” by Grantee under this Agreement (“**Records**”). Grantee is further directed to Wis. Stat. §19.21, et. seq., for the statutory definition of Records subject to disclosure under this paragraph, and Grantee acknowledges that it has read and understands that definition. Grantee shall produce such Records to City if, in City’s determination, City is required to produce the Records to a third party in response to a public records request. Grantee’s failure to produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Grantee must defend and hold City harmless from liability due such breach. Grantee shall retain Records for the latter of seven (7) years from the date of the Record’s creation or until any litigation, claim, or audit related to the Program is resolved and final action taken.

**11. Confidentiality.**

- a. Wisconsin Law and Regulations. If Grantee creates, receives, maintains, or transmits, or otherwise deals with information relating to an individual’s health under this Agreement, Grantee agrees that it will comply with all Wisconsin statutes and administrative rules and regulations applying to such information, including the confidentiality provisions and requirements of those statutes, rules, and regulations, which are hereby incorporated into this Agreement as material obligations with which Grantee shall strictly comply. Information relating to an individual’s health in this paragraph includes “patient health care records” as defined in Wis. Stat. § 146.81(4), “registration records” and “treatment records” as defined in Wis. Stat. § 51.30, “records made by an ambulance service provider, an emergency medical services practitioner, or an emergency medical responder” as provided in Wis. Stat. § 256.15(12)(a), and any other similar term that is regulated by state statute, rule, or regulation and implicated by the acts to be performed by Grantee under this Agreement.
- b. Federal Law and Regulations.
  - i. If applicable, Grantee shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA”). If the “Business Associate Agreement” “Required” check box is checked on the first page of this Agreement, Grantee must enter into a BAA with MHD as a part of this Agreement, and the BAA is attached to this Agreement as **Exhibit C**. Any requirements relating to breaches of unsecured PHI as provided by HIPAA or the BAA shall apply to Grantee separately and in addition to any other breach provisions contained in this Contract.
  - ii. If Grantee operates a “Part II” substance use disorder program, as defined by 42 U.S.C. 290dd-2 and 42 CFR part 2, Grantee shall, irrespective of any other term of this Agreement, (1) abide by all federal law and regulations related to Part II programs, including 42 U.S.C. 290dd-2 and 42 CFR part 2, and (2) not share with MHD any records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any program or activity relating to substance use disorder education, prevention, training, treatment, rehabilitation, or research.

**12. Audit.** Grantee shall make all reports, studies, analysis, memoranda, information, records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data, documents, and materials relating to all matters covered by this Agreement available to City to audit, examine, excerpt, and transcribe at any time during normal business hours and as often as the City may reasonably deem necessary.

Grantee shall not charge any additional fees to City for by virtue of any additional work or costs associated with the performance of Grantee's duties under this section.

- 13. Insurance.** Throughout the term of this Agreement, Grantee is solely responsible maintaining the Insurance, and shall provide the MHD with a copy of its certificate(s) of insurance upon request.
- 14. Indemnification and Defense of Suits.** *Grantee shall indemnify City and its officers, agents and employees for all losses, damages, costs, expenses, judgments, accrued interest, liabilities, or decrees arising out of any claim, action in a court, or proceeding before an administrative agency that is brought against City or any of its subcontractors, officers, agents, or employees for the acts or omissions of Grantee or any of its subcontractors, officers, agents, or employees in whole or in part in the performance of the covenants, acts, matters or things covered by this Agreement, or for injury or damage caused by the alleged acts or omissions of Grantee or any of its subcontractors, its officers, agents or employees. City will, at its sole option, decide whether to tender the defense of any claim, action in court, or proceeding before an administrative agency in which Grantee has a duty to indemnify to Grantee or Grantee's insurer and upon such tender it shall be the duty of Grantee and Grantee's insurer to defend such claim, action, or proceeding without cost or expense to City or its officers, agents, or employees using counsel selected by Grantee and Grantee's insurer and approved by City. Grantee shall not settle any claim, action in any court, or proceeding before an administrative agency relating to City unless City consents to the settlement in writing.*
- 15. Non-Discrimination Requirements.** Grantee will not discriminate against any protected person or class of persons. Grantee will comply with all applicable federal and state nondiscrimination laws, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.). In addition to federal and state non-discrimination laws, Grantee shall not discriminate against any qualified employee or qualified applicant for employment within the City of Milwaukee because of the individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, and Grantee's subcontractors or subgrantees performing work resulting from this Agreement must insert this clause into any subcontracts of subcontractors employing any resident of the City of Milwaukee.
- 16. Conflicts of Interest.** Any contract, including this Agreement, in which a member of the City of Milwaukee Common Council is an interested party shall be voidable at the sole discretion of City, and City may sue to recover any amounts paid on such contract (or grant).
- 17. Termination for Cause.** If Grantee shall fail to fulfill in a timely and proper manner any of its obligations or violate any of the provisions of this Agreement, MHD shall have the right to terminate this Agreement. If the breach is deemed to be curable by MHD, MHD shall give Grantee (30) days to cure such deficiencies prior to termination. If the MHD determines that the breach is not curable, MHD may terminate the agreement with immediate effect. Notwithstanding the above, Grantee shall not be relieved of liability to MHD for damages sustained by MHD by virtue of any breach of the Agreement, and MHD shall retain its remedies under law. Grantee shall immediately stop incurring new costs upon receipt of the notice of termination unless given written permission by the MHD to continue.

- 18. Termination for Convenience.** MHD may terminate this Agreement at any time for any reason by giving at least thirty (30) days' notice in writing from MHD to Grantee. If Grantee is terminated for convenience by MHD, Grantee will be paid for its costs to date of termination and non-cancelable obligations properly incurred prior to the date of termination, all of which meet the other payment requirements of the Agreement. Grantee shall immediately stop incurring new costs upon receipt of the notice of termination.
- 19. Notice to Stop Work.** Grantee shall cease incurring costs or obligations under the Agreement immediately upon notice by MHD. MHD shall provide such notice in the event that MHD determines in its sole discretion that the funding source providing support for the Agreement may be at risk or insufficient. For purposes of this provision, notice may be initially given via email or phone call, and shall be followed as soon as practicable through the Notice provisions of the Agreement. Grantee shall not begin again to incur costs or obligations until receiving a notice to proceed from the MHD.
- 20. Independent Legal Entities.** Grantee is an independent legal entity, and neither Grantee, nor Grantee's employees or agents are employees of the City, nor are they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Grantee receiving payment under this Agreement shall be the sole responsibility of Grantee. City and Grantee form no joint venture or legal partnership under this Agreement.
- 21. Lower Tier Grantees.** Grantee may not subgrant or subaward any portion of the work to be performed under this subaward without written pre-approval from MHD. If Grantee receives written preapproval to subaward any portion of the work to be performed under this subaward, Grantee shall enter into a written agreement with such subgrantee, and Grantee shall insert language into each such agreement specifying that the subgrantee shall be subject to each provision of this Agreement, including, but not limited to, all insurance requirements. Grantee shall be as fully responsible to MHD for the acts and omissions of its subrecipients and of persons indirectly employed by it as it is for the acts and omissions of Grantee's own employees.
- 22. Assignability.** Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same in any manner without the written consent of MHD, provided, however, that claims for money due or to become due Grantee from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to City.
- 23. Severability.** If any term of this Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect.
- 24. Modification.** No amendment of this Agreement will be effective unless and until it is in writing and signed by both Parties.
- 25. Survival.** The terms of the Agreement and any of its exhibits that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
- 26. Remedies and no waiver.** Nothing in this Agreement shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which the City of

Milwaukee is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind the City of Milwaukee. No waiver by either Party of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless and until it is in writing and signed by the waiving Party, and no such waiver will constitute a waiver or satisfaction of any other condition or failure to comply with any other obligation.

- 27. Law and Venue.** The Parties agree that the laws of the State of Wisconsin, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this Agreement. Venue shall lie in any court of competent jurisdiction within Milwaukee County, Wisconsin, to the exclusion of any other venue.
- 28. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter of the Agreement.
- 29. Order of Precedence.** If there is any conflict or ambiguity between the terms and conditions of this document, and the terms and conditions of any of the exhibits, the terms and conditions of this document shall control.

[Remainder of this page intentionally left blank]

IN WITNESS HEREOF, Grantee and the City of Milwaukee acting through its MHD, have caused this Agreement to be executed by their respective officers duly authorized to legally bind their organizations:

<p>Grantee:</p> <hr/> <p>Signature:</p> <hr/> <p>Name and Title:</p> <hr/> <p>Dated: _____</p>	<p>MHD</p> <p>Signature:</p> <hr/> <p>Dated: _____</p>
	<hr/> <p>Bill Christianson, Comptroller</p> <p>Dated: _____</p>

**This document in its unaltered state has been approved by the Office of the City Attorney**

**Approved by City Attorney's Office as to any alterations from the standard form:**

N/A Or ACA Approval: \_\_\_\_\_  
Signature Date