



Le Sueur County, MN

Tuesday, October 3, 2017

Board Meeting

Item 2

9:02 a.m. Kari Sowieja, Human Services

RE: SHIP Mini Grant

Staff Contact:

**Statewide Health Improvement Partnership (SHIP)
Brown-Nicollet Community Health Board
On Behalf of the Brown-Nicollet, Le Sueur-Waseca SHIP Project
Mini Grant Agreement**

THIS GRANT AGREEMENT, and amendments and supplements thereto are between Brown-Nicollet Community Health Board (hereinafter "CHB") in conjunction with the State of Minnesota (Minnesota Department of Health) and [Le Sueur County Human Services], an independent organization, and address [88 South Park Ave. Le Center, MN 56057], (hereinafter "GRANTEE"), witnesseth that:

WHEREAS, Brown-Nicollet Community Health Board, is empowered to provide mini-grant funding to organizations to assist CHB in carrying out implementation activities outlined in the Statewide Health Improvement Partnership (SHIP) grant. These SHIP Grant funds were awarded by the Minnesota Department of Health (hereinafter "STATE") to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco and;

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

- I. GRANTEE'S DUTIES. [ATTACH MINI-GRANT PROPOSAL, WORKPLAN & BUDGET] GRANTEE shall carry out duties outlined in the attached documents by October 31, 2017.
 - a. GRANTEE shall fully participate in the assessment and evaluation process to demonstrate progress and health outcomes as requested by SHIP staff.
 - b. GRANTEE shall provide success stories upon request for incorporation into STATE reports, updates, and media releases.
- II. CONSIDERATION AND TERMS OF PAYMENT.
 - a. Consideration for all services performed by GRANTEE pursuant to this grant agreement shall be paid by the CHB as follows:
 - i. Compensation: The total obligation of CHB for all compensation and reimbursement to GRANTEE shall not exceed [**\$3,950.00**]
 - b. Terms of Payment
 - i. Payments shall be made by CHB promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by a CHB Authorized Representative. Invoices shall be submitted in a form prescribed by the CHB and according to the following schedule: Monthly invoices on the 15th of each month through October 2017.
 - ii. Prior approval should be sought before accruing expenses for reimbursement.
- III. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant agreement shall be performed to the satisfaction of CHB, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. GRANTEE shall not receive payment for work found by CHB to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

- IV. TERMS OF AGREEMENT. This grant agreement shall be effective on, Tuesday, November 1, 2016, or upon the date that the final required signature is obtained by CHB whichever occurs later, and shall remain in effect until, October 31, 2017 or until all obligations set forth in this grant agreement have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant agreement until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the CHB Authorized Representative. Any change to the work plan or a budget change must be pre-approved by the CHB.
- V. CANCELLATION.
- a. If the GRANTEE fails to comply with the provisions of this grant agreement, CHB may terminate this grant agreement without prejudice to the right of CHB to recover any money previously paid. The termination shall be effective five business days after CHB mails, by certified mail, return receipt requested written notice of termination to the GRANTEE at its last known address.
 - b. CHB or GRANTEE may cancel this grant agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.
 - c. This agreement may be cancelled by the CHB under the circumstance that SHIP is cut funding anytime during the grant period.
- VI. CHB'S AUTHORIZED REPRESENTATIVE.
- a. CHB'S Authorized Representative for the purposes of administration of this grant agreement is the SHIP Coordinator for Brown and Nicollet Counties. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice.
 - b. The GRANTEE'S Authorized Representative for purposes of administration of this grant agreement is the fiscal representative. The GRANTEE'S authorized Representative shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions and requirements of this grant agreement.
- VII. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the CHB Authorized Representative.
- VIII. AMENDMENTS. Any amendments to this grant agreement shall be in writing, and will not be effective until it has been fully executed by the same parties who executed the original grant agreement, or their successors in office.
- IX. LIABILITY. Any and all claims that arise or may arise against GRANTEE, its agents, servants or employees as a consequence of any act or omission on the part of the GRANTEE or its agents, servants, or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the CHB. GRANTEE shall indemnify, hold harmless and defend the CHB, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the CHB, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of GRANTEE, its agents, servants or employees, in the execution, performance, or failure to adequately perform GRANTEE'S obligations pursuant to this Contract.
- X. DATA PRACTICES ACT. The GRANTEE and CHB shall comply with all Minnesota Data Practices Act and other applicable laws as it applies to data provided by CHB in accordance with this grant agreement and as it applies to all data created, gathered, generated or acquired in accordance with this grant agreement.
- XI. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS. CHB/STATE shall own all rights, title and interest in all of the materials conceived or

created by the GRANTEE, or its employees or sub-grantees, either individually or jointly with others and which arise out of the performance of this grant agreement. Inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded materials and other work in whatever form shall hereinafter be referred to as MATERIALS. The GRANTEE hereby assigns to the CHB/STATE shall own all rights, title and interest to the MATERIALS.

GRANTEE shall, upon request of CHB/STATE, execute all papers and perform all other acts necessary to assist CHB/STATE 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 the GRANTEE, its employees or sub-grantees, 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 the STATE by the GRANTEE. GRANTEE and any sub-grantees shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the GRANTEE'S obligations under this grant agreement without the prior written consent of the STATE'S Authorized Representative.

- XII. AUDIT AND RECORDS DISCLOSURES. The GRANTEE shall allow personnel of the Responsible CHB and STATE access to the GRANTEE'S records at reasonable hours in order to exercise their responsibility to monitor the services. The GRANTEE shall maintain and make available records at its principle place of business for six (6) years for audit purposes.
- XIII. 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 the GRANTEE or its employees individually or jointly with others, or any sub-grantees shall identify the Statewide Health Improvement Partnership as the sponsoring agency and shall not be released without prior written approval by the CHB'S Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.
- XIV. ENDORSEMENT. The Grantee must not claim that the STATE endorses its products or services.
- XV. WORKERS' COMPENSATION. GRANTEE certifies that it is in compliance with Minnesota Statute §176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the STATE'S obligation or responsibility.
- XVI. JURISDICTION AND VENUE. This grant agreement, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or breach thereof, shall be in the state court of competent jurisdiction in Nicollet or Brown County, Minnesota.
- XVII. EQUAL EMPLOYMENT OPPORTUNITY – CIVIL RIGHTS.
 - a. During the performance of this Agreement, the GRANTEE agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or

national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provision of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

- b. The GRANTEE guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving purchased services.
- c. If during the term of the Agreement or any extension thereof, it is discovered that the GRANTEE is not in compliance with the applicable regulations as aforesaid, or if the GRANTEE engages in any discriminatory practices, then the Host CHB may cancel said Agreement.

APPROVED

1. GRANTEE

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

By:

Title:

Date:

2. BROWN-NICOLLET COMMUNITY HEALTH BOARD

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

By:

Maue Grant

(Board Chair)

Title:

Board Chair

Date:

9/22/17