

GRANT AWARD AGREEMENT 0X-XXXX-XXX-0X

THIS GRANT AWARD AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 201_, by and between The Missouri Foundation for Health (“Foundation”) and _____ (“Grantee”).

WHEREAS, Grantee has submitted a proposal to Foundation received on _____, 201_ (the “Proposal”) to fund the project described therein (the “Project”); and

WHEREAS, Foundation agrees to make a grant to Grantee for \$_____ to fund the Project, subject to the terms and conditions set forth herein (the “Grant”).

NOW, THEREFORE, the parties agree as follows:

1. Scope of Project. Grantee shall perform the Project as set forth in the Proposal, a copy of which is provided as Attachment A and which is incorporated by this reference as if fully recited herein. Any variations in the Project or the use of Grant funds from that described in the Proposal requires the advance express written approval of Foundation.
2. Project Period. The Project has been approved for a period of ___ months beginning _____, 201_ and ending on _____, 201_ (the “Project Period”).
3. Extension of Project Period. Should the Grantee desire to extend the duration of the Project Period, Grantee shall submit a written request for extension to the Foundation Grants Manager no later than 60 days prior to the Project Period end date. If Foundation approves the extension, the parties shall execute a written acknowledgement acceptable to Foundation which shall provide for the new terms of the Project Period and any other terms and conditions acceptable to Foundation. Extension of the Project Period will not result in an increase in funding.
4. Disbursement Schedule. Foundation will disburse Grant funds pursuant to the following schedule, contingent on receipt and approval of Interim and Final Reports:

Amount

On or About

This Disbursement Schedule provides for a disbursement of five percent (5%) of Grant funds upon receipt and acceptance by Foundation of the Final Expenditure and Final Project Status Report (see Item 6.).

The Foundation, in its sole discretion, reserves the right to alter the above disbursement schedule at any time and to impose such conditions upon disbursements as it may, in its discretion, deem necessary.

5. Expenditures. All expenditures of Grant funds by Grantee must be consistent with the project budget as set forth in the Proposal (the “Project Budget”) and as approved by Foundation, a copy of which is attached hereto as Attachment B.

Any deviation from the approved budget, such as under-spending or over-spending Grant funds according to the Project Budget requires prior written approval of Foundation and may require an amendment to this Agreement, at the discretion of Foundation. Deviations from the Project Budget are not authorized retroactively.

6. Interim and Final Reports. Grantee agrees to deliver to the Foundation Grants Manager both detailed Expenditure Reports and Project Status Reports in a format acceptable to Foundation on the dates specified in the following schedule:

<u>Due Date of Expenditure Reports And Project Status Reports</u>	<u>For Period</u>
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Interim Expenditure Reports shall be detailed and shall compare actual expenses to the approved Project Budget on a line item basis. All line item expenditures must be supported by a narrative explaining the expenditures.

Interim Project Status Reports shall include a narrative account of accomplishments resulting from the expenditure of Grant funds, and a description of progress made toward achieving the Project’s objectives as stated in Attachment C.

In addition to the foregoing, a Final Expenditure Report and Final Project Status Report is due after the conclusion of the Project Period. The Final Expenditure Report shall compare actual expenses to the approved Project Budget for the entire Project Period. Appropriate documentation to support expenses shall be provided with the Final Expenditure Report as illustrated below:

<u>Expense Category</u>	<u>Appropriate Documentation</u>
Salary	Payroll Register
Benefits & Payroll Taxes	None Required
Conferences	Paid Invoice
Equipment, Major or Minor	Paid Invoice
Printing	Paid Invoice
Supplies	None Required
Travel	Paid Invoice (airfare & hotel only)
Other Direct	Paid Invoice
Indirect	None Required

The Final Project Status Report will be a narrative account of accomplishments resulting from the expenditure of Grant funds, and a description of progress

made toward achieving the Project's objectives as stated in Attachment C, including quantifiable measures of such progress.

7. Records. Although the Grant funds need not be segregated, Grant funds and records of receipts and expenditures must be shown separately on Grantee's books for ease of reference and verification. Such records as well as copies of reports submitted to Foundation shall be retained by Grantee for at least four years following completion of the Project Period.
8. Foundation Right to Review and Evaluate. Foundation may review and conduct an evaluation of the Project funded by this Grant, which may include one or more visits from Foundation personnel to observe the Project, discuss the Project with Grantee's personnel and review financial and other non-patient records and materials connected with the activities financed by this Grant. All financial and other non-patient records relating to the Project shall be made available at Grantee's regular place of business for inspection by Foundation personnel, or its designated representative, at reasonable times. Grantee will receive notice of Foundation's review findings and shall, at the discretion of Foundation, be given an opportunity to correct any non-compliance issues. If Grantee fails to correct any non-compliance issues within the time period specified by Foundation, Foundation may exercise its rights as set forth in paragraph 11 of this Agreement.
9. Maintaining Tax Status. Grantee shall maintain the Internal Revenue Service tax code status it represented to Foundation that it had when submitting the Proposal throughout the duration of the Project Period unless otherwise approved by Foundation. Grantee shall remain in good standing with the State of Missouri.
10. Title to Property Acquired with Grant Funds. Title to all tangible personal property, fixtures or equipment purchased with Foundation funds ("Grant Funded Property"), shall be vested in Grantee. However, Foundation shall have a purchase money security interest in the Grant Funded Property until the Final Project Status Report has been accepted by Foundation. Grant Funded Property must be used for carrying out the Project as set forth in the Proposal.
11. Foundation's Right to Return of Funds or Property. Any Foundation funds not used by Grantee for the purposes of the Project as approved in the Project Budget remain the property of Foundation and shall be promptly returned to Foundation at the conclusion of the Project Period. If at any time during a Grant Funded Property's useful life, a Grantee fails to use the Grant Funded Property for the purposes set forth in the Proposal, Grantee shall repay to Foundation an amount equal to the value for the entire useful life of the item minus that portion of the useful life of the Grant Funded Property during which it was used for the purposes of the Grant, utilizing the straight-line method of depreciation. If Grantee fails to make timely repayment of the appropriate portion of the Grant, Foundation may take possession of the Grant Funded Property. For this purpose, the useful life of the Grant Funded Property shall be determined by

Foundation at the time of the execution of this Agreement, as set forth in Attachment D and attached hereto. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of unexpended Grant funds or Grant funds which were not applied in accordance with the terms of this Agreement.

12. Publicity/Use of Project Results. All publicity associated with the Project must clearly identify The Missouri Foundation for Health as a funding source using the following statement:

“Funding for this project was provided [“in whole” or “in part”] by The Missouri Foundation for Health. The Missouri Foundation for Health is a philanthropic organization whose vision is to improve the health of the people in the communities it serves.”

If Grantee desires to publish the results of this Project, Foundation shall have a minimum of 15 days to review and comment upon the document before submission for publication. Should Grantee desire to use or apply data or other information derived from the Project for purposes other than those set forth in the Proposal, including but not limited to academic research and/or publication in a journal or trade publication, and Grantee acknowledges or credits Foundation for its involvement in the Project, Foundation must be notified.

In recognition of this Grant, the signage listed on Attachment E will be provided to Grantee at Foundation expense and Grantee shall display such signage where indicated on Attachment E. Any vehicles, buildings, machinery or other items for which Foundation signage is provided must be kept clean and in good working condition.

13. Termination of Grant by Foundation. The Foundation, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant funds if: (a) Foundation is not satisfied with the quality of the Grantee’s work or the progress toward achieving the objectives of the Project; (b) Foundation determines that the Grantee is incapable of satisfactorily completing the Project; (c) Grantee fails to meet the conditions set forth in this Agreement and the Proposal; (d) Grantee’s federal income tax status changes; or (e) Grantee dissolves.

The Foundation may have based its decision to fund this Project on the qualifications of specific individuals named by Grantee as responsible for carrying out Project work outlined herein. In the event these named individuals are no longer involved in completing the work for any reason, Foundation reserves the sole right to terminate the Project if it believes replacement staff proposed by Grantee cannot complete the Project in a timely fashion or in an acceptable manner.

If the Grant is terminated prior to the end of the Project Period, Grantee shall: (a) provide Foundation with a full accounting of the receipt and disbursement of Grant funds for the Project through the effective date of termination, (b) repay, within 30 days of the effective date of termination, all Grant funds which were not expended on or prior to the effective date of termination and all Grant funds which were expended prior to the date of termination of the Grant but which expenditures relate to a phase of the Project allocable to a time period after the effective date of termination, and (c) repay to Foundation an amount equal to the value of any Grant Funded Property less the value of that portion of the Grant Funded Property's useful life during which it was used for the purposes of the Grant.

Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of Grant funds already expended by Grantee which were not applied in accordance with the conditions in this Agreement.

14. Relationship of Parties. Foundation and Grantee agree that this Grant does not create a principal-agent relationship of any type between the parties and that Grantee will not, by act of omission or commission, foster any belief on the part of third parties that such relationship exists.
15. Indemnification. Foundation is a funding source only and does not participate in or direct any of the activities or services of Grantee. Accordingly, Grantee understands and agrees that Foundation, its directors, officers, employees and agents will not be liable for any of Grantee's contracts, torts, or other acts or omissions, or those by Grantee's directors, officers, members, employees or funded-activity participants. Grantee understands and agrees that Foundation's insurance policies or self-insurance plans do not extend to or protect Grantee nor Grantee's directors, officers, members, staff or funded-activity participants. Grantee understands and agrees that Foundation will not provide any legal defense for Grantee or any such person in the event of any claim against any or all of them. Unless prohibited by law, Grantee shall hold Foundation harmless from all liability, including but not limited to costs of defense, from the contracts, torts or other acts or omissions of the Grantee, its employees, directors, officers, employees or funded activity participants in any way connected with any activity of Grantee including but not limited to the funded activity.
16. Authority and Validity. Each individual executing this Agreement on behalf of Grantee warrants that he has full power and authority to execute this Agreement on behalf of such organization. Further, Grantee warrants that the board of directors of Grantee has taken all action required by law, Grantee's Articles of Incorporation and Bylaws or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated herein. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.

17. Nondiscrimination. Grantee agrees that in providing services under the Project, Grantee will not discriminate on the basis of race, color, sex, national origin, religion, age, disability, sexual orientation, or veteran status either in its employment practices or in its policies and procedures concerning access to services, except in instances when the criteria is a stated condition of admission to the Project and is so disclosed in the Proposal.
18. No Guarantee of Future Funding. Provision of this Grant does not imply any future funding commitment by Foundation.
19. Lobbying. By accepting this grant, Grantee agrees that these funds will be used exclusively for exempt purposes described in Section 501(c)(3) and will not be used to carry on propaganda, or otherwise attempting to influence legislation (except as permitted under Section 501), or to participate in any political campaign on behalf of any candidate for office.
20. Entire Agreement. This Grant Award Agreement and all Attachments constitute the entire Agreement between the parties regarding the Project and supercede all previous related understandings or written or oral agreements between the parties.
21. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by both Foundation and Grantee.
22. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Missouri. Any lawsuit, action or proceeding resulting from, or related to this Agreement, shall be commenced in a court of competent jurisdiction located in St. Louis, Missouri.
23. Gender and Number. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.
24. Headings. The paragraph headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

IN WITNESS WHEREOF, we have executed this Agreement as of the date first above written.

Grantee Organization Name

By: _____
Name
Title

The Missouri Foundation for Health

By: _____
James R. Kimmey, M.D.
President and Chief Executive Officer

Attachments to Agreement:

- A. Project Proposal
- B. Project Budget
- C. Project Plan
- D. Grant Funded Property
- E. Required Signage

SAMPLE