

GRANT AWARD AGREEMENT XX-XXXX-XXX-XX

THIS GRANT AWARD AGREEMENT (“Agreement”) is made and entered by and between Missouri Foundation for Health (“Foundation”) and _____ (“Grantee”).

WHEREAS, Grantee submitted a proposal to Foundation received on _____, 20__ (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 _____, 20__ and ending on _____, 20__ (the “Project Period”).

Should Grantee desire to extend the duration of the Project Period, Grantee shall submit a written request to Foundation no later than 60 days prior to the Project Period end date. If Foundation approves the extension, the parties shall execute an amendment to this Agreement. An extension of the Project Period will not result in an increase in funding.

3. Expenditures. All expenditures of Grant funds by Grantee must be spent within the Project Period and 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 Project Budget, such as under-spending or over-spending Grant funds 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.

4. Reporting. Grantee shall report to, and confer with, Foundation employees on a regular basis concerning the Project. Grantee agrees to submit reports to Foundation on the dates specified in the following schedule:

<u>Due Date of Reports</u>	<u>For Period</u>
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Financial Reports shall compare actual expenses to the approved Project Budget by line item and must be supported by a narrative explaining the expenditures.

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 A.

In addition to the foregoing, the final report shall include appropriate documentation for the entire project period to support expenses as outlined below:

<u>Expense Category</u>	<u>Appropriate Documentation</u>
Salary	Form W-2 or Payroll Register
Consulting/Contracted	Paid Invoice
Equipment	Paid Invoice
Travel	Paid Invoice (airfare & hotel only)
Other Direct	Paid Invoice or General Ledger Detail

5. Disbursement Schedule. Foundation will disburse Grant funds according to the following schedule, contingent on receipt and approval of reports:

<u>Amount</u>	<u>On or About</u>
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The final disbursement is released upon receipt and approval of the final report by Foundation (see section 4.).

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.

6. 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.
7. 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 funded 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 section 13 of this Agreement.
8. Maintaining Tax Status. Grantee shall maintain the Internal Revenue Code tax 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.

9. 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.
10. 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 C and attached hereto, if applicable. 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.
11. Publicity. Grantee agrees that Foundation may include information about the grant award for the Project, including the name of the Grantee, a description of the Project and the amount of the Grant on Foundation’s website and in reports, news releases, tax returns and other public disclosures. Any use of Foundation’s name or logos by the Grantee or its agents must be consistent with the guidelines available on the Logos & Messaging page of Foundation’s website. All publicity associated with the Project must clearly identify Foundation as a funding source.
12. Use of Project Results. 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. Foundation shall have a perpetual, irrevocable, royalty-free, nonexclusive, worldwide license to make, use, reproduce, distribute, display or make derivative works of all or any portion of the project results by any and all means and in any medium or format, now known or later developed.
13. Termination of Grant by Foundation. 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) Grantee’s federal income tax status changes; or (b) Grantee dissolves.

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.

Foundation, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant funds if, after notice to the Grantee and opportunity to cure as provided in this paragraph of section 13: (a) Foundation is not satisfied with the progress toward achieving the objectives of the Project; (b) Foundation determines that the Grantee is incapable of satisfactorily completing the Project; or (c) Grantee fails to meet the conditions set forth in this Agreement and the Proposal. Termination for any of the foregoing reasons shall become operative upon written notice from Foundation to Grantee specifying the reasons for Foundation's intention to terminate ("MFH Notice"). The Grantee shall have 60 days from the date of the MFH Notice to engage in action which in the sole discretion of Foundation is determined to remedy the issues and concerns that Foundation has specified as the basis for Foundation's intention to terminate. Foundation may terminate the Grant 90 days from the date of the MFH Notice if Foundation is not satisfied with the efforts of the Grantee.

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, and (b) repay to Foundation within 30 days of the effective date of termination: (i) all Grant funds which were not expended on or prior to the effective date of termination; and (ii) 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 (iii) 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. Foundation in its sole discretion may consider waiving all or a portion of its right to repayment as provided in (ii) and (iii) of the preceding sentence; and in making any such determination may give consideration to written documentation provided by the Grantee of binding written agreements entered into with parties unaffiliated with Grantee and to the Grantee's activities towards achieving the goals of the Project.

Nothing contained in this section 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 affirms that Grantee will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity or veteran status either in its employment practices or in its policies and procedures concerning access to services.
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 and will not be used to carry on propaganda, or otherwise attempt to influence legislation or to participate in any political campaign on behalf of any candidate for office or for political campaign contributions.
20. Entire Agreement. This Grant Award Agreement and all Attachments constitute the entire Agreement between the parties regarding the Project and supersede 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 an authorized representative of 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 the City of St. Louis, Missouri or St. Louis County, 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.

25. Preservation of Rights and Remedies. No right or remedy herein conferred upon or reserved to Foundation is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity. The assertion of any right or remedy by Foundation shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. Foundation's waiver of any of its rights or remedies shall not operate to waive use of such right or remedy at a future time and shall not operate to waive use of any other rights or remedies available to Foundation.

26. Effective Date. This Agreement will become effective when signed by both parties. The date this Agreement is signed by the last party (as indicated by the date stated opposite that party's signature) will be deemed the date of this Agreement.

IN WITNESS WHEREOF, we have hereby executed this Agreement.

Grantee Organization Name

By: _____
Name Date
Title

The Missouri Foundation for Health

By: _____
Robert G. Hughes Date
President and Chief Executive Officer

Attachments to Agreement:

- A. Proposal and Project Plan
- B. Project Budget
- C. Grant Funded Property (only if applicable)