GRANT AWARD AGREEMENT 17-0202-PHI-17

THIS LOCAL HEALTH DEPARTMENT INFRASTRUCTURE GRANT AWARD AGREEMENT ("Agreement") is made and entered by and between The Missouri Foundation for Health ("Foundation") and Joplin City Health Department ("Grantee").

WHEREAS, Foundation agrees to make a grant to Grantee for $30,000, subject to the terms and conditions set forth herein (the "Grant").

NOW, THEREFORE, the parties agree as follows:

1. Grant Period. The Grant has been approved for a period of 12 months beginning June 1, 2017 and ending on May 31, 2018 (the "Grant Period").

2. Extension of Grant Period. The Grant Period of the Local Health Department Infrastructure grant award cannot be extended.

3. Expenditures. Grant funds may be used only to supplement health department budgets for the purchase of items as described below:

Allowable Use of Grant funds:
Information technology/computer equipment/software
Communication
Transportation capital costs
Monitoring/diagnostic equipment
Educational equipment (television, DVD player)
Furniture and equipment for service sites
Renovations related to improved services to clients
Infrastructure repairs to building

4. Final Report. Grantee agrees to deliver to Foundation, no later than 30 days after the conclusion of the Grant Period or upon full expenditures of funds, whichever is earlier, a Final Report with a narrative account of accomplishments and impact on the Local Health Department or community resulting from the expenditure of Grant Funds. The Final Report shall include documentation for the entire Grant amount in the form of paid invoices.

4. Disbursement Schedule. Foundation will disburse Grant funds in a one-time lump sum payment upon receipt of the signed Grant Award Agreement.

5. 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 Grant Period.

6. Foundation Right to Review and Evaluate. Foundation may review and conduct an evaluation of the Grant, which may include one or more visits from Foundation personnel

to discuss the Grant 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 Grant 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 11 of this Agreement.

7. 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.

8. 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 Report has been accepted by Foundation.

9. Foundation's Right to Return of Funds or Property. Any Foundation funds not used by Grantee for the purposes of the Grant as described in paragraph 3 remain the property of Foundation and shall be promptly returned to Foundation at the conclusion of the Grant 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 as described in paragraph 3, 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. 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.

10. Publicity. Grantee agrees that Foundation may include information about the grant award, including the name of the Grantee, a description of the Grant and the amount of the Grant on Foundation's website and in reports, news releases, tax returns and other public disclosures. Any use of the Foundation's name or logos by the Grantee or its agents must be consistent with the guidelines available on Foundation's website. All publicity associated with the Grant must clearly identify Foundation as a funding source.

11. 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) Grantee's federal income tax status changes; or (b) Grantee dissolves.

    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, after notice to the Grantee and opportunity to cure as provided in this paragraph of section 11 Grantee fails to meet the conditions set forth in this Agreement. 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. The 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 Grant Period, Grantee shall: (a) provide Foundation with a full accounting of the receipt and disbursement of Grant funds 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 Grant 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. The 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.

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.

12. 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.

13. 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.

14. 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.

15. Nondiscrimination. Grantee agrees that in providing services under the Grant, 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 Grant and is so disclosed.

16. No Guarantee of Future Funding. Provision of this Grant does not imply any future funding commitment by Foundation.

17. 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.

18. Entire Agreement. This Grant Award Agreement constitutes the entire Agreement between the parties regarding the Grant and supersede all previous related understandings or written or oral agreements between the parties.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

Joplin City Health Department

By: _____ _____

Samuel Anselm
City Manager

Date

The Missouri Foundation for Health

By: _____ 5/24/17

Robert G. Hughes
President and Chief Executive Officer

Date