



**FOREST LAKE AREA SCHOOLS
FOREST LAKE, MN 55025**

August 5, 2010

AGENDA ITEM: 9.2

**TOPIC: STATEWIDE HEALTH IMPROVEMENT PROGRAM
(SHIP) SERVICE CONTRACT**

BACKGROUND: The Statewide Health Improvement Program (SHIP) is a program empowering Minnesota counties to “inspire and support residents to live longer, healthier lives through policies, systems and environmental changes that increase opportunities for physical activity, healthier food options and decreased tobacco use and exposure.” The state of Minnesota is providing funds that will allow counties to work in partnership with community organizations to address two major health issues: tobacco and obesity. The Washington, Anoka, and Chisago County SHIP leadership teams are interested in working with Forest Lake Area Schools in the area of school nutrition, one of seven focus areas of the SHIP initiative. The overall goal is to make “healthy choice” an “easy choice” for students, staff and community members. District staff and community members, along with county leadership, have met throughout the past year, beginning discussions in regards to the SHIP initiative

PROCESS: With funds available through SHIP, and in partnership with Washington County, Anoka County and Chisago County, FLAS would hire a SHIP Coordinator, proposed to work approximately 8 hours a week, beginning around September 1, 2010. This coordinator would be charged with reviewing the history of the school district Strategic Plan and Wellness Policy, convening a group of staff and community members to review and update the district Wellness Policy in relationship to the SHIP initiative, and moving forward to implement nutrition policies as described in the SHIP focus area of School Nutrition. The description of that focus area follows.

School Nutrition: Implement comprehensive nutrition policies such as breakfast promotion, healthy lunch and snacks, classroom celebrations and incentives, fundraising, concessions, vending, school gardens and Farm-to-School initiatives.

The contract with Washington County was approved at the June 24 School Board Meeting.

RECOMMENDATION: Final Approval of the SHIP Service Contracts as outlined by Anoka County and Chisago County.

**STATEWIDE HEALTH IMPROVEMENT PROGRAM
SUBCONTRACT AGREEMENT
between
ANOKA COUNTY
AND
FOREST LAKE AREA SCHOOL DISTRICT #831**

THIS AGREEMENT is entered into between **Anoka County through its Community Health & Environmental Services Department (Department)**, 2100 Third Avenue, Anoka, MN 55303-5041, and **Forest Lake Area School District #831 (Forest Lake)**, 6100 N. 210th St., Forest Lake, MN 55025

RECITALS:

- (1) As Grantee, Anoka County has accepted grant funds from, and entered into a Grant Agreement with, the Minnesota Department of Health based on Grantee's Work Plan.
- (2) Anoka County included grant activities associated with implementing comprehensive nutrition policies in school systems.
- (3) Forest Lake represents that it is qualified and willing to furnish these services.
- (4) Anoka County wishes to enter into an agreement with Forest Lake for these services.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this agreement, Anoka County and Forest Lake agree as follows:

1. TERM

- 1.1 This Agreement begins on August 1, 2010, and ends on June 30, 2011, unless earlier terminated as provided in Section 10. TERMINATION.

2. SERVICES

- 2.1 Forest Lake agrees to provide services described in Attachment C according to the schedule set forth therein, unless otherwise modified and approved by Department.
 - 2.1.1 Forest Lake will have dedicated staff who will work with the Department.
 - 2.1.2 Forest Lake will identify school environment assessment needs, determine a priority strategy, develop an action plan with evaluation, communicate with decision-makers, and implement policies/practices.
 - 2.1.3 Activities may be guided by input from the Community Leadership Team.
- 2.2 Forest Lake acknowledges that Anoka County is subject to the terms of the Minnesota Department of Health Statewide Health Improvement Program (SHIP) Grant Project Agreement (Attachment D), which terms relate to the activities that are funded by this agreement.
 - 2.2.1 Forest Lake agrees to assist Anoka County with any documentation and reporting necessary to comply with the terms in the SHIP Grant Project Agreement.
 - 2.2.2 Forest Lake agrees to comply with applicable terms in the SHIP Grant Project Agreement.

- 2.3 Forest Lake agrees to grant Anoka County and the State of Minnesota the right to make, have made, reproduce, modify, distribute, perform or otherwise use the materials (as described in the SHIP Grant Project Agreement and Master Grant Contract for Community Health Boards) that are conceived or created by Forest Lake under this Agreement.
- 3. FUNDING**
- 3.1 The maximum funding available for services provided by Forest Lake under this Agreement is up to \$6,500.
- 3.1 The cost of this Agreement is based upon a budget submitted by Forest Lake and approved by the Department.
- 3.1.1 Forest Lake agrees to request the Department's written approval for any budget change, including any change in the line item budget, submitted by Forest Lake to the Department.
- 3.1.2 No more than 15% of the budget can be used for administrative costs.
- 3.2 Forest Lake will submit at a minimum quarterly invoices to the Department based on actual expenses for services provided during that calendar quarter.
- 3.2.1 Program invoices will be submitted no later than October 29, 2010; January 28, 2011; April 29, 2011; and July 29, 2011.
- 3.2.2 Forest Lake will use program invoices in a format approved by the Department.
- 3.4 Within 30 days after receiving a properly completed invoice, Anoka County will pay Forest Lake in the manner provided by law for paying claims against Anoka County.
- 3.4.1 If Anoka County receives an improperly completed invoice, Anoka County will notify Forest Lake within 5 days and Forest Lake will submit a corrected invoice promptly.
- 3.5 Forest Lake will submit the invoices to Anoka County Community Health & Environmental Services Department, 2100 Third Avenue, STE 600, Anoka, MN 55303-5041.
- 3.5.1 Anoka County may withhold reimbursement until Forest Lake submits all necessary or requested reports to Anoka County.
- 3.6 Anoka County may modify amounts under this agreement based upon actual expenditures and subject to the review and recommendations by the Department.
- 3.7 Forest Lake will repay Anoka County for any funds not expended on permitted activities under this Agreement.
- 3.7.1 Forest Lake and Anoka County will agree on repayment arrangements that are reasonable.
- 3.7.2 Any costs submitted in Forest Lake's documentation that are not for permitted activities under this Agreement cannot be honored by Anoka County as an acceptable funding expenditure.

STANDARDS AND ASSURANCES

4.1 Forest Lake agrees to the provisions set forth in Attachment A – the Community Health Standards Assurances and Certifications.

4.1.1 References to Contractor in Attachment A and Attachment B are understood to be references to Forest Lake.

5. AUDIT AND RECORDS RETENTION

5.1 Forest Lake agrees that its records, documents, accounting procedures and practices, and other papers relevant to this agreement are subject to examination, duplication, transcription, and audit by Anoka County, Legislative or State Auditor under Minn. Stat. § 16B.06, subd. 4, and MHFA.

5.2 Forest Lake agrees to maintain required records for at least 6 years after it receives final payment or this Agreement terminates, whichever is later.

6. INDEMNIFICATION

6.1 Forest Lake agrees to hold harmless, indemnify, and defend Anoka County, its commissioners, officers, agents, and employees against any and all claims, expenses, (including attorneys fees), losses, damages, or lawsuits for damages, arising from or related to performing or failing to perform activities under this agreement, including but not limited to the negligence of Subgrantee.

6.2 Section 5. INDEMNIFICATION provisions do not independently create liability as to any third party.

6.2.1 These provisions are intended to protect Anoka County from any liability related to activities performed by Forest Lake under this Agreement.

6.3 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

7. INSURANCE

7.1 Forest Lake agrees that, at all times during this Agreement in order to protect itself as well as Anoka County under Section 6. INDEMNIFICATION, it will have and keep in force the insurance, and will comply with the terms and conditions, specified in Attachment B.

7.1.1 Anoka County may withhold payment until Forest Lake supplies the certificate(s) required in Attachment B.

7.1.2 Forest Lake needs to provide Anoka County with renewal certificate(s) at least 30 days before coverage expires.

8. SUBCONTRACTING AND ASSIGNMENTS

8.1 Forest Lake cannot subcontract unless Anoka County gives written approval.

8.1.1 Any Forest Lake subcontractor is subject to, and must meet, all agreement requirements.

8.1.2 Anoka County may give its approval subject to any conditions that it deems necessary.

- 8.2 Forest Lake is responsible for all its subcontractors' performance.
- 8.3 Forest Lake cannot assign any interest in this agreement without Anoka County's written approval.

9. MODIFICATIONS

- 9.1 To alter, modify, or amend this agreement, the parties must agree in writing signed by their authorized representative(s).
 - 9.1.1 An interpretation that is not viewed as material by the parties does not require signatures.
- 9.2 Anoka County contract manager must give prior written approval for any modification to this Agreement that would modify either the Work Plan or budget.

10. TERMINATION

- 10.1 This Agreement will terminate upon at least 30 days written notice specifying the termination date, given by either party, with or without cause.
- 10.2 If the Minnesota Department of Health terminates funding used for this Agreement, Anoka County may terminate this Agreement immediately upon written notice delivered to Forest Lake.
- 10.3 Anoka County may terminate this Agreement immediately upon written notice delivered to Forest Lake for a material breach.
 - 10.3.1 A violation of any pertinent statute, ordinance, rule, or regulation by Forest Lake constitutes a material breach.
 - 10.3.2 Failure by Forest Lake (including any employee or agent) to abide by any term, condition, or requirement in this Agreement constitutes a material breach if not corrected by Forest Lake upon receiving notice of deficiency and request for compliance from Anoka County.
 - 10.3.3 If Forest Lake materially breaches this Agreement, Anoka County may recover from Forest Lake any damages sustained by Anoka County that directly or consequently arise from Forest Lake's breach.
- 10.4 Indemnity, Audit and other affirmative obligations, such as records retention and data practices provisions, survive this Agreement's termination.

11. NOTICE

- 11.1 Notice is to be given in writing, directed to Forest Lake or to Laurel Hoff, Public Health Nursing Director, at the address stated above, and either sent by mail or delivered in person.
- 11.2 When notice is served by mail, it is deemed received 3 days after mailing.

12. ENTIRE AGREEMENT

- 12.1 The parties' entire agreement is contained in this document.
- 12.2 This Agreement supersedes all oral agreements and negotiations by the parties relating to its subject matter.
- 12.3 All items referred to in this agreement are incorporated or attached and deemed to be part of the agreement.

Forest Lake having signed this agreement, and the proper County officials having signed this agreement, the parties agree to be bound by its provisions.

ANOKA COUNTY
 Community Health & Environmental
 Services Department
 2100 3rd Avenue, Suite 600
 Anoka, MN 55303-5041

Forest Lake Area School District #831

By: _____
 Jerry Soma, Manager
 Human Services Division

By: _____

Print Name: _____

Dated: _____

Title: _____

Dated: _____

Federal Tax
 Identification #: _____

APPROVED AS TO FORM:

 Assistant Anoka County Attorney