

**Statewide Health Improvement Partnership (SHIP)
Brown-Nicollet Community Health Board
On Behalf of Brown-Nicollet-Le Sueur-Waseca SHIP
Partner Agreement**

THIS PARTNER AGREEMENT and supplements are between Brown-Nicollet Community Health Board ("CHB") in conjunction with the State of Minnesota (Minnesota Department of Health) and **Waterville-Elysian-Morristown (WEM) Public Schools, 500 East Paquin Street, Waterville, Minnesota 56096 ("PARTNER")**.

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

PARTNER represents that it is qualified and willing to perform the services set forth herein.

Therefore, it is agreed:

- I. **PARTNER'S DUTIES.** PARTNER shall carry out duties outlined in the attached documents (SRTS Plan Expectations of the School) by **October 31, 2024**.
 - a. PARTNER shall fully participate in evaluation to demonstrate progress and health outcomes as requested by SHIP staff.
 - b. PARTNER shall provide success stories upon request for incorporation into STATE reports, updates, and media releases.
- II. **TERMS OF PAYMENT.** The CHB has no obligation for reimbursement to PARTNER, but rather the CHB will reimburse the Region Nine Development Commission for expenses as outlined and approved in the attached Budget.
 - a. All services provided by PARTNER for this 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 laws, ordinances, rules and regulations. PARTNER may be obligated to cover expenses incurred by Region Nine should the CHB find PARTNER's contribution to be unsatisfactory, or performed in violation of law, ordinance, rule or regulation.
- III. **TERMS OF AGREEMENT.** This agreement shall be effective on **Monday, November 1, 2022**, or upon the date that the final required signature is obtained by CHB whichever occurs later, and shall remain in effect until **October 31, 2024**, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first. PARTNER understands that NO services may be reimbursed under this agreement until ALL required signatures have been obtained, and PARTNER is notified by the CHB Authorized Representative. Any change to the work plan or a budget change of more than 10% must be pre-approved by the CHB.
- IV. **CANCELLATION.**
 - a. If the PARTNER fails to comply with the provisions of this agreement, CHB may terminate this 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 PARTNER at its last known address.
 - b. CHB or PARTNER may cancel this 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.
- V. AUTHORIZED REPRESENTATIVES.
 - a. CHB'S Authorized Representative for the purposes of administration of this agreement is the SHIP Coordinator for Brown and Nicollet Counties. Such representative shall have final authority for acceptance of PARTNER'S services and if such services are accepted as satisfactory, shall so certify on each invoice.
 - b. The PARTNER'S Authorized Representative for purposes of administration of this agreement is the fiscal representative. The PARTNER'S authorized Representative shall have full authority to represent PARTNER in its fulfillment of the terms, conditions and requirements of this agreement.
- VI. ASSIGNMENT. PARTNER shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the CHB Authorized Representative.
- VII. AMENDMENTS. Any amendments to this agreement shall be in writing, and will not be effective until it has been fully executed by the same parties who executed the original agreement, or their successors in office.
- VIII. LIABILITY. Any and all claims that arise or may arise against PARTNER, its agents, servants or employees as a consequence of any act or omission on the part of the PARTNER 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. PARTNER 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 PARTNER, its agents, servants or employees, in the execution, performance, or failure to adequately perform PARTNER'S obligations pursuant to this agreement.
- IX. DATA PRACTICES ACT. The PARTNER 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 agreement and as it applies to all data created, gathered, generated or acquired in accordance with this agreement.
- X. OWNERSHIP OF EQUIPMENT. The CHB shall have the right to require transfer of all equipment purchased with grant funds (including title) to the CHB or to an eligible non-CHB party named by the CHB. This right will normally be exercised by the CHB only if the project or program for which the equipment was acquired is transferred from one grantee to another.
- XI. AUDIT AND RECORDS DISCLOSURES. The PARTNER shall allow personnel of the Responsible CHB and STATE access to the PARTNER'S records at reasonable hours in order to exercise their responsibility to monitor the services. The PARTNER shall maintain and make available records at its principle place of business for six (6) years for audit purposes.
- XII. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the PARTNER 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 agreement.

XIII. ENDORSEMENT. The PARTNER must not claim that the STATE endorses its products or services.

XIV. WORKERS' COMPENSATION. PARTNER certifies that it is in compliance with Minnesota Statute §176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The PARTNER'S employees and agents will not be considered CHB or 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 CHB's or STATE'S obligation or responsibility.

XV. JURISDICTION AND VENUE. This 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 agreement, or breach thereof, shall be in the state court of competent jurisdiction in Nicollet or Brown County, Minnesota.

XVI. EQUAL EMPLOYMENT OPPORTUNITY – CIVIL RIGHTS.

- a. During the performance of this Agreement, the PARTNER 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 PARTNER 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 PARTNER is not in compliance with the applicable regulations as aforesaid, or if the PARTNER engages in any discriminatory practices, then the Host CHB may cancel said Agreement.

APPROVED

1. PARTNER

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

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:

By: _____

Title:

Title: _____

Brown-Nicollet CHS Administrator

Date:

Date: _____