

**CONTRACT BETWEEN
CHISAGO COUNTY HEALTH AND HUMAN SERVICES AND
FOREST LAKE AREA SCHOOLS**

THIS AGREEMENT is made and entered into by and between the, County of Chisago, State of Minnesota, through the Chisago County Health and Human Services County, (hereinafter referred to as County) 313 North Main Street, RM 238, Center City, MN 55012-9665 and **Forest Lake Area Schools** (hereinafter referred to as Vendor) 6100 North 210th Street, Forest Lake, MN 55025.

WHEREAS, the Vendor warrants that they are appropriately qualified and trained in performing the project tasks for the State Health Improvement Program; and

WHEREAS, the County through the Health and Human Services Department wishes to purchase the services of Vendor to for the State Health Improvement Program (SHIP) efforts consistent with Minnesota Department of Health expectations; and

WHEREAS, there are funds available through Statewide Health Improvement Program (SHIP) funding for the purchase of these services;

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the County, and the Vendor agree as follows:

1.) **Term of Agreement**

The Vendor agrees to furnish services to the benefit of the County commencing **July 1, 2010 and ending June 30, 2011** irrespective of the date of signatures/execution below.

2.) **Deliverables**

The attachments are referenced and incorporated into this agreement and serve as the project description, tasks and deliverables for which the Vendor will be responsible.

3.) **Cost of the Agreement**

The cost of the projects and tasks are outlined in the attachments to this contract.

4.) **Payment for Services**

The Vendor shall submit invoice(s) to the County for services rendered pursuant to this Contract, within the contract period or prior to 15 days following the end of the contract period. Payment for services shall be made directly to the Vendor, within 30 days of submission of the said invoice.

5.) **Scope of SHIP Services**

1. Vendor shall receive prior approval from the SHIP coordinator on creative documents including flyers, press releases and brochures.
2. Vendor shall ensure that communication pieces funded by SHIP, such as advertisements, signage, printed materials, web-sites, etc conform to the uniform communication standards that are provided by the Minnesota Department of Health. These standards include use of logos, graphics, colors and fonts as well as standardized terminology and key messages to create a consistent look and message and a consistent SHIP brand across the state. Communications guidance and materials is available from the SHIP Coordinator, Kari Mattson or the SHIP website at <http://www.health.state.mn.us/healthreform/ship/communications/index.html>

3. Receive prior approval from the SHIP Coordinator for any changes in the approved action plan. Costs incurred by the grantee that are not approved in the work plan are the sole responsibility of the grantee
4. Vendors will allow Wyoming Area SHIP and Chisago County SHIP and other SHIP grantees to use any products produced with SHIP funds.
5. Participate in monthly phone calls with SHIP Coordinator to discuss project updates including concerns, barriers and successes.

5.) Indemnification and Insurance

The Vendor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Vendor's performance or failure to adequately perform its obligations pursuant to this contract.

Vendor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this contract keep in force an insurance policy. This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes, section 3.736, subdivision 4, whichever is greater. However, should the coverage available to the provider exceed the liability limits, nothing by the way of that level of coverage shall be construed as a waiver of the limits available to the county.

The Vendor and persons participating in the SHIP project duties are assuming their own risk of damages, injury or loss.

6.) Compliance with Laws/Standards

The Vendor shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein.

The Vendor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the subject matter thereof for which the Vendor is responsible.

7.) Independent Contractor

The Vendor is an independent entity and neither the position nor the work of the Vendor shall cause the Vendor to be construed as an employee in any way. The Vendor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services.

The Vendor acknowledges and agrees that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers or unemployment compensation benefits.

The Vendor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the Contractor's sole obligation to comply with the applicable provision of all Federal and State laws.

8.) Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Vendor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy.

9.) **Records-Availability and Retention**

Pursuant to Minn. Stat. § 16C.05 subd.5, the Vendor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Vendor and involve transaction relating to this Contract.

Vendor agrees to maintain these records for a period of six (6) years from the date of termination of the Contract.

10.) **Merger and Modification**

It is understood and agreed that the entire agreement between the parties is contained here and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

11.) **Default and Cancellation**

If the Vendor fails to perform any of the provisions of the Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default.

Unless the Contractor's default is excused, the County, through the County, may, upon written notice, immediately cancel this Contract in its entirety.

This Contract may be cancelled with or without cause by either party upon ten days written notice.

12.) **Subcontracting and Assignment**

Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.


13.) **Nondiscrimination**

During the performance of this Agreement, the Vendor 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 and all applicable federal state laws against discrimination.

Vendor

Date: _____



Jill Briggs, Public Health Director
Chisago County Health and Human Services

Date: 8/2/2010

Reviewed as to Form:



Chisago County Attorney

Date: 7/23/2010

Attachment A
Chisago County Statewide Health Improvement Program (SHIP)

SHIP School Nutrition Project

Project Overview

SHIP seeks to create sustainable, systemic changes in schools, worksites, communities and health care organizations that make it easier for Minnesotans to incorporate healthy behaviors into their daily lives. Washington, Anoka and Chisago County agree to a partnership on a joint SHIP School Nutrition Project in the Forest Lake Area Schools. Wyoming Elementary school is located in Chisago County.

Program and Intervention Description

Washington County will be the lead County for this project. Forest Lake Area Schools, will work with the Washington County SHIP coordinator to establish the specific parameters for school based efforts to implement comprehensive nutrition policies through strategies that improve dietary practices. This collaborative effort will utilize the Minnesota Department of Health (MDH) definition of the intervention as described below:

School Nutrition

Implement comprehensive nutrition policies including: breakfast promotion; healthy lunch and snacks, including classroom celebrations and incentives, fundraising, concessions, and vending.

Chisago County Duties

Work collaboratively with the Forest Lake School District to:

1. Schedule mutually agreed upon meetings when appropriate with vendor.
2. Assist vendor with the logistics of implementing the School Nutrition intervention.
3. Work collaboratively with vendor to determine a regular communication schedule for questions and progress reports.
4. Coordinate planning, strategy implementation and technical assistance with Anoka and Washington County SHIP staff for the shared school district.

Scope of Service

The responsibilities of the Forest Lake Area Schools as the SHIP vendor will include the following:

1. Provide a school nutrition policy coordinator and appropriate supervision.
2. Conduct an internal environmental assessment of how current policies are working.
3. Conduct an assessment such as the School Health Index, Healthy School Builder or comparable assessment tool.

4. Identify and convene staff, parents, students, and other stakeholders for the school health council.
5. Coordinate the school health council meetings on a regular basis, identifying goals and strategies as outlined by the MDH, and develop an action plan and activities around policy change.
6. Communicate effectively with Anoka, Chisago and Washington County SHIP staff, residents and stakeholders to convey steps and progress toward district-wide work plans and evaluation goals.
7. Attend planning meetings and appropriate trainings with SHIP staff provided by MDH.
8. Be able to carry out organized business practices such as accounting practices; timely invoicing for reimbursements; completing reporting and evaluation forms; and presentations to stakeholders.
9. Reference the SHIP funding source as required by MDH for all material and events.
10. Comply with lobbying requirement provided by MDH.

Deliverables

By September 30, 2010 the Forest Lake Area Schools will:

1. Provide a designated school nutrition policy coordinator.
2. Recruit and convene members to establish a school health council.
3. Determine a regular meeting schedule and the duties of members.

By December 31, 2010 the Forest Lake Area Schools will:

1. Conduct a review of the current school nutrition policy.
2. Determine evidence based methods for assessment of the current practices, select the appropriate tool and conduct a district-wide assessment.
3. Develop a work plan and strategies for the district using the policy review and assessment results.
4. Determine appropriate policy or systems revisions using assessment results.
5. Provide required reporting and evaluation information about activities quarterly for fund reimbursement.

By March 31, 2011 the Forest Lake Area Schools will:

1. Complete policy revisions as needed.
2. Develop a communication plan to educate students, parents and staff on intervention efforts and progress.
3. Attend training on best practices and policies for school settings provided by MDH or PHE.
4. Provide school health council or staff training as needed.
5. Provide required reporting and evaluation information about activities quarterly for fund reimbursement.

By June 30, 2011 the Forest Lake Area Schools will:

1. Continue meetings of the school health council; planning and documentation of progress on work plan activities.
2. Complete district-wide training for school staff on the nutrition strategies.

3. Plan and complete at least one nutrition event/activity based on the work plan developed by the school health council.
4. Conduct communication plan activities.
5. Develop an implementation plan for school nutrition policy changes.
6. Provide required reporting and evaluation information on grant activities, for local and state reports and fund reimbursement.

Budget

Chisago County provide funds, not to exceed five thousand dollars (\$5,000) to support the SHIP School Nutrition Project in partnership with Chisago, Anoka and Washington Counties. Total costs will not exceed five thousand dollars (\$5,000) from the date of signature on this agreement to June 30, 2011.

Any adjustment to budget items will be discussed for prior approval with the Chisago County SHIP Coordinator.

Fiscal year 2010-2011 Budget items	Funding amounts
Staffing: Salary and fringe for school nutrition policy coordinator	\$3,035.00
Trainings or work plan events	\$700.00
School Wellness Committee expenses: Meetings, trainings, print materials	\$200.00
Communications and marketing plan	\$1,065.00
Total	\$5,000

Contact Information

Kari Mattson, SHIP Coordinator
mattsonkari@yahoo.com
 651 329-2663

Contact for Forest Lake School District

Jennifer Tolzman, Director of Teaching and Learning
 6100 N 210th Street
 Forest Lake, MN 55025
 651 982-8115

Contact for Administration of Agreement

Jill Briggs, Chisago County Public Health Director
jabrigg@co.chisago.mn.us
 651 213-5215