

Community Health Endowment of Lincoln Grant Contract

This Grant Contract is made and entered into by and between the Board of Trustees of the Community Health Endowment, a municipal fund of the City of Lincoln, hereinafter referred to as "Sponsor," and **CITY OF LINCOLN**, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, monies in the Community Health Endowment are to be used for the purposes of funding health and health-related programs or projects which further the health, safety or welfare of the citizens of the City of Lincoln (LMC 4.16.005); and

WHEREAS, the Sponsor is authorized to review proposals requesting endowment funds to support existing community programs and new, innovative and creative programs which have a strong potential to improve community health and to enter into contracts for the disbursement of budgeted endowment funds to approved programs or projects (LMC 4.16.060); and

WHEREAS, Grantee has requested and been approved for endowment funds **to expand, enhance, and sustain 10 Health, Lincoln's 24/7 health and wellness cable channel;**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

- 1. Purpose.** The purpose of the Grant Contract is to provide a grant of endowment funds in the public interest **to expand, enhance, and sustain 10 Health, Lincoln's 24/7 health and wellness cable channel.**

Evaluation of this project shall include, but not be limited to:

- **Assuring quarterly meetings of the Project Steering Committee throughout the project period for the purpose of reviewing relevant health information/data and viewership reports, assessing program effectiveness, developing an underwriting plan/strategy, and creating/implementing a sustainability plan;**
- **Developing 70 new programs and PSAs of varying lengths that are aired a minimum of 20 times each by June 30, 2016; developing 75 new programs and PSAs of varying lengths that are aired a minimum of 20 times each by June 30, 2017; and developing 80 new programs and PSAs of varying lengths that are aired a minimum of 20 times each by June 30, 2018;**
- **Increasing the number of partnerships with nonprofit and for-profit health and wellness agencies by 5% each year (from a baseline of 91 to at least 106 by June 30, 2018);**
- **Developing a marketing plan that will increase viewership by 5% each year (from a baseline of 36,444 to at least 42,408);**
- **Successfully securing at least \$132,6000 in grants, sponsorships, underwriters, and other sources by June 30, 2017;**
- **Successfully securing at least \$56,150 in in-kind support by June 30, 2017; and**
- **Working closely with the Mayor's Office to propose budgeting a portion of the 10 Health TV Project Coordinator in the 2016-18 City of Lincoln's biennial budget.**

- 2. Project.** The Grantee agrees that it shall expend the funds granted hereunder only for the purposes authorized in Paragraph 1, above. The Grantee shall make a request to the Sponsor for any programmatic changes and they shall not be effective unless and until approved by the Sponsor.

Project #: 15.S.102

Project Title: 10Health – City Health and Wellness Channel – Phase II

Agency: City of Lincoln

Grant Cycle: Spring 2015

3. **Grant.** In order to assist Grantee in financing the cost of the project described in Paragraph 2 above, for a period of **July 1, 2015 – June 30, 2017**, the Sponsor shall make a Grant in the amount of **\$84,244** from the Community Health Endowment fund. Payment by the Sponsor is subject to the availability of funds to support this project. In the event funds cease to be available, this grant shall be terminated, or the activities shall be suspended until such funds become available, at the sole discretion of the Sponsor.

4. **Project Budget.** The Grantee shall carry out the project as submitted in the required budget (Attachment) and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the project budget as approved by the Sponsor. Said project budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved by the Sponsor.

5. **Accounting Procedures and Records.**

(a) Grantee shall establish for the project one or more separate accounts which shall be approved by the Sponsor, or its designated representative. Said account or accounts shall be maintained within Grantee's existing accounting system or set up independently. Said accounts are referred to herein collectively as "Project Account."

(b) Grantee shall appropriately record in the Project Account, and deposit in a bank or other corporate fiduciary, all grant payments received from the Sponsor pursuant to this Contract.

(c) Grantee shall charge to the Project Account all eligible costs of the project in accordance with the project budget. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the governing body of the Sponsor shall not be incurred, and Sponsor shall not be liable for any such authorized costs, directly or indirectly;

(d) All costs charged to the Project Account shall be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

(e) Any check or order drawn by Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of Grantee, stating in proper detail the purpose for the such check or order is drawn. All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by Grantee.

6. **Payment of Grant.** Payments made hereunder shall be handled as all other claims against the Sponsor. Grantee shall submit a claim or claims to the Sponsor in accordance with the provisions of the following schedule:

Year One - \$44,871

\$22,436 July 1, 2015
\$22,435 January 1, 2016

Year Two - \$39,373

\$19,687 July 1, 2016
\$19,686 January 1, 2017

7. **Audit and Inspection.** Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining to the grant and project provided herein. Grantee shall submit two copies of its annual

independent audit to the Sponsor or its designated representative within thirty (30) days of receipt of such audit.

- 8. Project Monitor.** The project shall be monitored by the Sponsor through the President/CEO of the Community Health Endowment. Such monitoring may be in writing, by telephone or other electronic communication, or in person. The Sponsor and its designated representative shall be provided such financial and program progress reports as described below:

<u>Year One Reports</u>	<u>Due Date</u>
First Quarter Financial Report	October 15, 2015
Second Quarter Progress and Financial Report	January 15, 2016
Third Quarter Financial Report	April 15, 2016
Final Progress and Financial Report	July 15, 2016

<u>Year Two Reports</u>	<u>Due Date</u>
First Quarter Financial Report	October 17, 2016
Second Quarter Progress and Financial Report	January 16, 2017
Third Quarter Financial Report	April 17, 2017
Final Progress and Financial Report	July 17, 2017

Based upon these reports and upon her observations of the operation of the project, the President/CEO shall submit reports required by the Sponsor, containing her review of the success of the project. In the event of noncompliance with this Agreement by Grantee, the Project Monitor shall report said noncompliance to the Board of Trustees of the Sponsor.

Upon request, the Grantee agrees to provide Sponsor with access to photographs of project activity. These photographs shall be used, with mutual agreement of the Sponsor and Grantee, to document and publicize project activity.

Upon request, the Grantee agrees to provide the Sponsor with a link to the Grantee website (if one exists), to be posted on the Sponsor website.

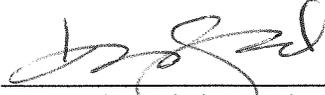
- 9. Contracts of Grantee.** Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the project provided herein without the prior written concurrence of the Sponsor or its designated representative.
- 10. Equal Employment Opportunity.** In connection with the carrying out of the project provided herein, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status, as defined in Chapter 11.08 of the Lincoln Municipal Code.
- 11. Federal Immigration Verification Requirement.** "In accordance with Neb. Rev. Stat. 4-108 through 4-114, **the Grantee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska.** A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify."

12. **Public Benefits Eligibility Status Check.** If requested by the Sponsor the Grantee agrees to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. 4-108 through 4-114. The Grantee shall have each recipient for public benefits attest that he or she is a U.S. citizen or qualified alien. The Grantee agrees to register and use the SAVE Program as required under Neb. Rev. Stat. 4-108 through 4-114. If the recipient indicates he or she is an alien, the Grantee shall verify the recipient's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the Sponsor's request. For information on the SAVE program, go to www.uscis.gov/SAVE.
13. **Prohibited Interests.** Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project provided herein, or any property included or planned to be included in the project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.
14. **Sponsor Not Obligated to Third Parties.** Sponsor shall not be obligated or liable hereunder to any party other than the Grantee. Each party agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts of omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents or employees related to this agreement. Liability includes any claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use.
15. **Breach or Default by Grantee.** In the event of any breach of default hereunder by Grantee during the term of this Grant Contract in performing the terms and conditions required to Grantee hereunder, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such breach or default, and Grantee shall immediately surrender to Sponsor or its designated representative any balance remaining in the Project Account.
16. **Severability.** If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.
17. **Term.** The term of this grant Contract shall be for a period of **July 1, 2015 – June 30, 2017**. Any unencumbered balance remaining in the Project Account upon termination shall be returned to Sponsor.
18. **Capacity.** The undersigned person representing **CITY OF LINCOLN** does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind **CITY OF LINCOLN** to this agreement.

This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

EXECUTED in accordance with the Fiscal Policy of the Grantee on this 15 day of June, 2015.

Approved and Agreed:



 Lori Vrtiska Seibel, President/CEO
 Community Health Endowment

 Authorized Representative
CITY OF LINCOLN

Project #: 15.S.102
Project Title: 10Health – City Health and Wellness Channel – Phase II
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Approved as to the Availability of Funds:

Steve Hubka, Director
City Finance Department