

This Document establishes the basis upon which the United Methodist Health Ministry Fund (“we”) will pay up to \$0 (“Grant Funds”) to (“you”) for purposes of the defined Project and Scope of Work detailed below, subject to the terms and conditions outlined.

Information about

Name of Authorized Representative:
Title:
Preferred Mailing Address:
Phone Number: Fax Number:
Email address: Website Address:

Information about this Project

Project Name:
*Name of Grant Project Coordinator:**
Title:
Preferred Mailing Address:
Phone Number: Fax Number:
Email address: Website Address:

Scope of Work: [short narrative of project]

Grant period: [“Start-up Date”] to [End Date], unless terminated or extended under other provisions of this Document.

Anticipated Payment Schedule (*subject to modification*) Payments are made on or about the 10th of the month listed.

Reports Required—Anticipated Due Date Schedule (*subject to modification*)

Grantee Tax Status

Grantee represents that it is a [organizational tax status] described in the applicable section of the Internal Revenue Code (“the Code”)

Lobbying Restriction

No Grant Funds shall be used to carry on propaganda, lobbying or otherwise attempting to influence legislation as determined under Section 501(c)(3)of the Internal Revenue Code.

Special Conditions:

In addition to the General Conditions which follow, you will operate this Project and expend Grant Funds subject to the following special conditions which we have agreed upon:

* The Project Coordinator is the individual directly responsible for developing the proposed project, its implementation and day-to-day direct supervision of the project.

If this Document (including the General Conditions which follow) sets forth a full understanding of the terms and conditions under which this award is being made, please indicate by signing below and return one copy of this Document to us. You represent that the person signing below is authorized by you and we represent that the person signing below is authorized by us to enter into this Document and be binding upon you and us.

ORGANIZATION

by _____

_____ Title

Date: _____

UNITED METHODIST HEALTH MINISTRY FUND

by _____

_____ Title

Date: _____

SAMPLE

1. Use of Grant Funds (see also Lobbying Restriction above).

A. You will use Grant Funds exclusively for the Project summarized in the Scope of Work above and detailed in grant documents filed with us which were considered in finalizing this award. You will notify us prior to any anticipated changes in the Scope of Work and request our approval. We will respond to that request within fifteen business days.

B. You will not use any Grant Funds directly or indirectly to participate in, or intervene (including publishing or distributing of statements) in, any political campaign on behalf of (or in opposition to) any candidate for public office, or to make any political contributions.

C. If all or any portion of the Grant Funds are not used within the Grant Period, unspent Grant Funds will be returned to us and any Grant Funds which are not yet distributed to you will remain undistributed. Unless express written permission is given by us, no Grant Funds may be used for activities undertaken or commitments made prior to the Start-up Date.

D. Grant Funds cannot be used for the purchase of alcoholic beverages.

2. Administrative Relationship. You are solely responsible for administering the Project and we have no responsibility for Project administration or any of your operations. This Document does not create a principal/agency relationship between us and neither of us will, by omission or commission, foster any belief with third parties that such a relationship exists. Nothing contained in this Document, including the required reporting and review procedures, shall be construed as a warranty, representation or approval by us that any services rendered by you are adequately or properly rendered on either an individual or Project-wide basis.

3. Budget. Unless modified under paragraph 12 of this Document, your receipts and expenditures associated will be consistent within 25% per line item and in total with the approved Project Budget.

4. Accounting, Audit and Site Visits. You agree to maintain records of receipts and expenditures relating to the Project for a period of at least four years following completion of the project. All financial and other records relating to the Project shall be available, upon our request, at your regular place of business for review or audit by our personnel or designated representative, at any time during the term of the Project and for a period of one year following the expiration or termination of the Project. We will give you reasonable notice when a review or audit is to occur and shall inform you of all material findings. Any material discrepancies disclosed by the review or audit shall, if not corrected within a reasonable period of time, be a ground for termination under paragraph 6 of this Document. We may, at our expense, conduct an evaluation of Project operations, including visits by our representatives to observe your programs, procedures, and operations and to discuss the program with your personnel. You agree to make available, upon reasonable notice and during regular business hours, your personnel for any discussion with our representatives, which we determine in good faith is necessary to determine compliance with this Document and progress toward goals of the Project.

5. Reporting. You agree to furnish us the reports indicated above by the due dates specified. Unless otherwise indicated in a Special Condition of this Document, reports will be provided on forms made available by us through a designated web portal (or, at your request, in written format). We will send you a reminder of the reports before they are due.

6. Our Right to Terminate. In our sole discretion, we may terminate this Award or withhold the payment of Grant Funds (suspend payment) if a) we determine in good faith that your ability to conduct the Project (financially or otherwise) is compromised or that your efforts or progress toward accomplishment of the objectives of the Project or the purposes of the Award are unsatisfactory, and thirty days after notice from us you have failed to remedy the deficiencies as we have determined; b) your federal income tax status changes from that identified above; c) you fail to meet the conditions outlined in this Document; d) the leadership of the Project changes; or e) you dissolve, cease operations, or file for bankruptcy protection. In the event of a termination prior to the end of the Grant Period, you will x) provide us with a full accounting of the receipt and disbursement of Grant Funds for the Project through the effective date of termination, y) repay, within thirty days of the effective date of termination, all Grant Funds which were not expended on or prior to the effective date of termination and all Grant funds which were expended prior to the date of termination of the Award but which expenditures relate to a phase of the Project allocable to a time period after the effective date of termination;

* The Project Coordinator is the individual directly responsible for developing the proposed project, its implementation and day-to-day direct supervision of the project.

Conditions of Award

(continued)



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and z) repay to us an amount equal to the value of any property secured by Grant Funds less the value of that proportion of such property's useful life during which it was used for the purposes of the Grant.

7. Indemnification. You are solely responsible for the Project and its operations. You agree to indemnify and hold us harmless against any and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees which may be imposed upon, incurred by or asserted against you or us relating to the Project or results of the Project. In case any proceeding is brought against us by reason of any such claim, you, upon written notice from us, shall at your expense resist or defend such action or proceeding. You will utilize your own staff attorneys or select your own counsel in any such defense; provided, that in the event we believe such attorneys cannot adequately defend us, we will state the reasons for our beliefs in writing to you and thereupon you and we shall confer in order to resolve any differences between us. If, after such consultation, we reasonably believe we cannot be adequately represented by such attorneys, we will be entitled to retain independent counsel for such purposes and be reimbursed by you for the reasonable expense thereof.

8. Nondiscrimination. You agree that in providing services under the Project, persons will be provided service without regard to race, color, creed, national origin, age, sexual orientation, disability, veteran status, political affiliation, or gender (except in instances when age or gender is a stated condition of admission to the Project and is so disclosed in your grant proposal to us).

9. Use of Data, Copyright. We will retain a nonexclusive, irrevocable, royalty-free license to use and to license others to use any and all data collected in connection with the Award in any and all forms in which said data are fixed. All copyright interests produced as a result of this Award are owned by you. We, however, retain a royalty-free, nonexclusive and irrevocable license to reproduce, publish, alter, or otherwise use and to authorize others to use any such materials for our purposes. When reasonably possible, you will provide such data in an electronic format.

10. Publicity and Dissemination.

A. Acknowledgement. All news releases, published research, shared data, project brochures and other publicity associated with the Project shall acknowledge United Methodist Health Ministry Fund as the source (or partial source) of funding using the following statement:

*Funding for this project was provided (*in part) by the United Methodist Health Ministry Fund, a philanthropy based in Hutchinson (*in cases where we are not the exclusive funder of the Project)*

Where the statement above does not match available space or intended application, you will contact us to discuss modifications in this language, which requests will be reasonably approved.

B. Cooperation. Both you and we will cooperate in a mutual effort to disseminate information concerning the Project and its results, which may include the development of a summary of the results of the Project following the Grant Period (or its earlier termination) for release by us which may be favorable or unfavorable in terms of Project accomplishment, Project operation and our involvement and administration of the Award.

C. Web and Electronic Publication. If you want to provide information about us to your website visitors, you agree to link to our website – www.healthfund.org. You will not use our logo on your website without the express permission of our President or Program Officer and you will not create any implication that your site was created by us. You may not duplicate information (text, photos, etc) from our website for use on your own site, except information which uniquely describes you and this Project. You agree not to link our funded sites to any commercial website that promote services or products unrelated to the Project funded by this Award.

D. Our Use of Information. Without further notice, we may include information regarding the Award, the amount and purpose of the Award, your name, any photographs, logo or trademark of yours and other published/printed information or materials (provided by you) and activities related to this Award, in our periodic public reports, newsletter, news releases or other publications which we produce or publish by any means. However, use of your logo and trademark (except your name) requires prior approval, which shall not be unreasonably withheld and which shall be granted without further consideration.



Conditions of Award

(continued)

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11. Title to Property acquired with Grant Funds. Title to all tangible personal property, fixtures or equipment purchased with Grant Funds shall be vested in you. However, we will have a purchase money security interest in that property until the final report for the Project has been accepted by us.

12. Modification.

A. General. This Document and all its attachments constitute the entire Agreement between us regarding the Project and supersede all previous understandings or written or oral agreements between us. Except as detailed in B below, any alteration of the terms of this Document must be in written form and must be signed by both of us. The award of these Grant Funds does not imply any future funding from us.

B. Unilateral Payment Schedule Modification. The payment schedule was established based upon reasonable assumptions about the need for cash to fund the Project. In the event, that an amount of Grant Funds is in your possession which would cover anticipated costs of the Project for a period of more than 3 months, we may, in our discretion, amend the payment schedule with written notice to you to make cash flow more nearly equal to Project cash needs.

C. New Start-Date, Period Extension, Budget Changes. Work on the Project shall begin within 90 days of the Start Date, unless you ask us for an extension, which we may, in our sole discretion, approve. If you desire to continue Project work with Grant Funds remaining beyond the anticipated Grant Period, you may request an extension of the Grant Period, which we may, in our sole discretion, approve. Any anticipated budget change in salaries or benefits must be submitted to us in writing for prior approval. Any other budget fluctuations (revenues or expenditures) in excess of 25% per line item or total revenues or expenditures must be submitted to us in writing for our prior approval.

D. Waiver. Any of the terms and conditions of this Document may be waived at any time and from time to time in writing by either of us who is entitled to the benefit thereof without affecting any other terms and conditions of this Document. The waiver by either of us of a breach of any provision of this Document shall not operate or be construed as a waiver of any subsequent breach.

13. General Provisions. This Document shall be binding upon, inure to the benefit of, and be enforceable by, our respective successors. This Document may not be assigned by either of us, whether by operation of law or otherwise, without the written consent of the other. The invalidity or unenforceability of any term of provision of this Document shall not affect the validity or enforceability of any of the remaining terms or provisions of the Document.

14. Direct Deposit of Payments. Grant Funds will be paid by direct deposit into an account designated by you on a Direct Deposit Authorization form. You are responsible for updating any of the information on that DDA form.