



Delta Dental of Minnesota

## Grant Agreement

This Grant Agreement ("Agreement") is made and entered into by and between Le Sueur County Public Health ("Grantee") and Delta Dental of Minnesota ("DDMN"), to be effective on the date fully executed by both parties ("Effective Date"). DDMN is a Minnesota nonprofit corporation described in Section 501(c)(4) of the Internal Revenue Code of 1986, as amended ("Code").

1. **Grant Description.** DDMN will provide a grant to Grantee in the amount of \$5,000.00 ("Grant") for "Healthy Smiles", the details of which are further described in Exhibit A, attached hereto and incorporated herein (the "Project"). This Agreement, including Exhibit A, sets forth Grantee's obligations with respect to the Grant. Any changes to the Project will require DDMN's prior written approval before Grant funds can be used for such changed Project.
2. **Grant Period.** The period over which the Grant must be used shall run from January 1, 2020 to December 31, 2020 ("Grant Period"). This Agreement shall terminate at the end of the Grant Period (other than provisions that explicitly survive termination); provided, however, the parties may mutually agree, in writing, to extend the Grant Period.
3. **Payment of Grant Funds.** DDMN will provide the Grant funds to Grantee within thirty (30) days of the start date. Notwithstanding this provision, DDMN reserves the right to terminate, withhold, or modify payment of the Grant in its sole discretion.
4. **Expenditure of Grant Funds.** Grantee may only spend the Grant funds, and any income thereon, for the Project. The Grant is not earmarked for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses expenditure intentions. Rather, Grantee accepts and will discharge full control of the Grant and its disposition and responsibility for complying with this Agreement's terms and conditions.
  - a. *Prohibited Uses.* Grantee may not expend any portion of the Grant funds (or income thereon) for any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.
  - b. *Expenses.* Grantee may not incur expenses charged against this Grant prior to the date at which the Grant Period begins or subsequent to its termination date, and may be incurred only as necessary to carry out the Project.
5. **Books and Records.** Grantee shall maintain complete records of receipts and expenditures and shall account separately for Grant funds received from DDMN, and income thereon, pursuant to Generally Accepted Accounting Principles. DDMN may have reasonable access to the Grantee's files and records for the purpose of making such audits, verifications, and investigations as it deems necessary concerning the grant. This Section 5 shall survive termination of this Agreement.
6. **Reversion of Funds.** Grantee agrees to repay Grant funds under the following conditions and time periods:
  - a. Immediately in the event of Grantee's dissolution, any unspent portion of the Grant funds as required under Minnesota law.

- b. Immediately in the event the Grantee ceases to qualify as a governmental entity, any unspent portion of the Grant funds.
- c. Within thirty (30) days of written request by DDMN, in the event any spent portion of the Grant is used for any purpose other than for the Project.
- d. Within thirty (30) days of written request by DDMN, in the event any portion of the Grant is unspent during the Grant Period, unless DDMN agrees in writing to Grantee's written request to carry over the Grant funds for an extended grant period under this Agreement.

This Section 6 shall survive termination of this Agreement.

7. **Project Reports.** Grantee agrees to submit full and complete reports describing the manner in which the Grant funds, and any income thereon, are used, and the progress made in accomplishing the purpose for which the Grant is made according to the following schedule:

<b>Grantee Reports</b>	
<b>Report Scope</b>	<b>Due Date</b>
Progress Report	June 30, 2020
Final Report	January 31, 2021

8. **Third Party Communications.** Grantee shall use its best efforts to acknowledge DDMN (by the legal name "Delta Dental of Minnesota" and using the trademarks and/or logos DDMN provides to Grantee ("DDMN IP")) as a funder of the Project in public announcements regarding the Project and program/marketing materials related to the Project; provided, however, Grantee shall obtain prior written approval from DDMN before publication or dissemination of such materials. Grantee will submit such materials to DDMN at least 3 business days prior to publication or dissemination. For the avoidance of doubt, nothing in this Agreement transfers ownership of any DDMN IP to Grantee. Grantee shall send one copy of all final communications that acknowledge DDMN to DDMN. The previous sentence shall survive termination of this Agreement.
9. **Copyrights and Patents.** Reports, books, articles, software, videos or other material resulting from this Grant may be copyrighted by the Grantee or by the author, in accordance with the policies of Grantee, toward the goal of obtaining the widest dissemination of such materials. DDMN reserves the royalty-free license to use such publications. If the Project may involve the creation of one or more patents, Grantee should request further information from DDMN.
10. **Reporting Changes.** Grantee will promptly notify DDMN of any change in Grantee's leadership and/or Project manager. The Grantee will report any changes in contact information, address, email, telephone and fax numbers.
11. **Grantee Tax Status.** The Grantee hereby certifies that it is a governmental entity as defined under Section 170(c)(1) of the Code, which includes a State, a possession of the United States, or any political subdivision of the foregoing, or the United States or the District of Columbia. In cases where Grantee's governmental connection may not be obvious, Grantee shall provide the Foundation with adequate documentation verifying Grantee's status as a governmental entity.
12. **Affirmation of Non-Discrimination.** Grantee hereby affirms that Grantee does not, and the Grant funds provided hereunder shall not be used to, advocate, support, or practice activities inconsistent with DDMN's non-discrimination practices, which prohibit offensive or inappropriate remarks or conduct based on sex, race, color, creed, religion, national origin, pregnancy, marital status, disability, age, status with regard to public assistance or sexual preference or identity. Grantee shall provide documentation or other proof of such compliance to DDMN upon DDMN's request.

- 13. **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota without regard to the conflict of law principles thereof. This Section 13 shall survive termination of this Agreement.
- 14. **Assignment.** Neither this Agreement nor any of the rights, benefits, duties or obligations provided herein may be assigned by Grantee without the prior written consent of DDMN.
- 15. **Amendments.** This Agreement may be supplemented, amended, or modified only by the mutual written agreement of the parties.
- 16. **Waiver.** The failure of either party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.
- 17. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.
- 18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed one and the same instrument.

Grantee: \_\_\_\_\_

Delta Dental of Minnesota

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

Name: \_\_\_\_\_

Tamera Robinson

Title: \_\_\_\_\_

Sr. Vice President & Chief Financial Officer

Date authorized: \_\_\_\_\_

Date authorized: \_\_\_\_\_



**Exhibit A**

**Le Sueur County Public Health: Healthy Smiles**

<b>1. Funded activities and deliverables</b>
A. Partner with Healthy Smiles, Inc. B. Conduct 12 mobile dental clinics C. Provide preventive dental services and oral health education
<b>2. Measurable project impact</b>
A. Increased access to preventive dental services and oral health education for approximately 140 underserved children

