

33789
MARCH OF DIMES FOUNDATION
CHAPTER GRANT AGREEMENT

Grantor (March of Dimes Chapter): California

Contact Person: Vicki Lombardo

Address: 101 Montgomery Street, Suite 300, San Francisco, CA 94104

Phone Number: (818) 539-2180

Grantee (Organization): City of Long Beach Department of Health and Human Services

Contact Person: Pamela Shaw

Phone Number: (562) 570-4208

Address: 2525 Grand Avenue, Long Beach, CA 90815

Grant Award: \$42,239

Grant Period: 03/01/15 to 02/29/16

Project Name and General Description: *Destined for Greatness* - Decreasing depression and increasing positive coping skills among African-American women at risk for poor birth outcomes. The project will conduct group and individual perinatal stress management sessions in collaboration with CSU Long Beach.

Congratulations on your Grant Award! We have listed below specific guidelines all March of Dimes Grant Award recipients must follow. The award of grant funds for your project (the "Project") is contingent upon your agreement to comply with these guidelines:

1. **Grant Announcement and Publicity.** Grantee (or "you") must submit a press release announcing the receipt and purpose of the Grant Award (the "Grant") to the March of Dimes Chapter (the "Chapter", "we" or "us") for our review and approval. Our communications staff will assist you in developing a suitable press release and will make recommendations to you for its distribution. You may be requested to attend a photo session for presentation of the Grant Award. We may request you or representatives of the Project to participate as speakers at March of Dimes events, such as fundraisers, educational conferences, press conferences, March for Babies promotions, volunteer leadership meetings, etc. Participation is not mandatory.
2. **Grant Application.** The Grant Application and supporting documentation that you submitted to the March of Dimes is the basis for your Grant and is incorporated by reference into this Grant Agreement.
3. **Payment and Audit.** You will receive 60% of your Grant on or before 01/31/14; and the other 40% of your Grant after our approval of your 6-month progress report. You agree to use the Grant for the Project described in the Grant Application unless prior written approval is received from our Program Service Committee. We may review or audit any charges to the Project related to the Grant and may require you to refund the Grant if you improperly expend any portion of the Grant. Also, we may require you to refund the Grant if you fail to fulfill mutually agreed upon Project objectives or promises you have made in this Agreement.
4. **Reporting.** You will give us at least two written progress and expenditure reports summarizing the Project's progress and expenses, and evaluating its overall success. You will give us additional reports that we reasonably request. You agree to cooperate with us in connection with the Project. We may make visits to your site, but you will be contacted in advance to schedule visits.
5. **Materials Development, Ownership and Licensing.** All rights, title and interest in materials ("Work(s)") developed under this Grant shall be owned by the Grantee. The Grantee hereby grants to the March of Dimes a royalty free irrevocable world-wide license in perpetuity to reproduce, publish or otherwise use and authorize others to use the Work(s) created under this Grant. **Grantees developing public or professional education products or other materials with support from this Grant must submit copies of those Work(s) to the Chapter for review and approval prior to their final production and distribution.** Grantee will provide Grantor with a credit on any and all Work(s) developed under this Grant; such credit to state "*Funded by a Community Grant from the March of Dimes*". Additionally, any and all Work(s), consisting of medical, or educational materials, developed under the Grant must be imprinted with a disclaimer which will advise the user as follows: "*This material is for information purposes only and does not constitute medical advice. The opinions expressed in this material are those of the author(s) and do not necessarily reflect the views of the March of Dimes*". As applicable, Grantee shall fulfill any promises it may make in connection with publication of Project results achieved hereunder; and shall provide Grantor with its full cooperation with any and all Grantor proposed publication(s) related to the Project. This paragraph shall survive the term of this Grant.
6. **Academic and Professional Publication Rights and Credits.** Each of us may exercise publication rights and privileges in connection with professional or academic papers or other writings it may develop in connection with the Works, project activities, findings and data relating to this Grant. The one of us who publishes will give the other a credit for the other's contribution on any such publication.

- 7. **Trademarks.** Except as provided under Paragraphs 5 and 6 above, neither of us may use the other's name, logo, project (or program name), or any of its other trademarks (or service marks) without first obtaining the other's written approval.
- 8. **Directive Advice.** You agree not to give directive advice concerning abortion, as part of a March of Dimes funded Project.
- 9. **Insurance and Compliance.** You promise to maintain insurance coverage in an amount that is not less than the coverage customarily maintained by someone engaged your activities. You also promise to comply with all laws and regulations that apply to you and the project, and pay all of your own license fees and taxes. Each of us agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and its privacy rules and all other laws regulating patient privacy and other patient rights. We will cooperate with each other in complying with these rules and regulations.
- 10. **Indemnification.** To the maximum extent permitted by law, you agree to indemnify and hold us and all of our officers, directors, employees, and [Trustees] harmless from and against all liability, damage or expense (including reasonable attorneys' fees) which we may incur as a result of your acts or omissions, or those of any of your employees, consultants, contractors or agents, in connection with the Project or any breach by you this Agreement.
- 11. **Assignment.** Except as expressly permitted under the Grant Application, you shall not assign this Grant Agreement or subcontract work in connection with the Project without our prior written approval. All permitted subcontract agreements entered into between you and any subcontractor in connection with this Grant must obligate the subcontractor to comply with the terms of the Grant Agreement and act in a manner consistent with the Grant Application.
- 12. **Defunding, Termination and Survival.** Your Grant is subject to the availability of funding and we may terminate or modify your Grant if funding is discontinued or reduced. This Grant Agreement also may be terminated by us if you improperly expend funds that you are provided under this Grant Agreement or you fail to fulfill mutually agreed upon Project objectives or promises. We also may terminate this Grant Agreement if there are adverse changes in your business circumstances, capacity, fiscal stability, or if any Grant related applications, forms or other documentation have been falsified. If this Grant Agreement is terminated, you will promptly return to us a total amount equal to all unexpended funds, all improperly expended funds plus any and all court costs and reasonable legal fees incurred by us in connection with your organization. Paragraphs 3, 5, 6 and 10 shall survive the term of this Grant Agreement.
- 13. **Certification.** Grantee certifies that it is not presently listed on the Federal Excluded Party List or on the Federal Watch List. Additionally, Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible for the award of contracts by any federal or state agency or excluded from participation in Medicaid, Medicare or any other governmental medical reimbursement programs; and has not been convicted of a criminal offense related to the provision of health care items or services. Grantee will provide March of Dimes with prompt written notice if it learns that its certification was erroneous when submitted or is erroneous by reason of a change in circumstances or change in Grantee's status. In the event of erroneous certification, the March of Dimes Foundation may terminate this Grant Agreement immediately.
- 14. **Headings.** The headings used in this Grant Agreement are for convenience only and are not intended to have any legal effect.
- 15. **Entire Agreement.** This Grant Agreement is the entire agreement between us and may be modified only in a written document that has been signed by both of us.

READ AND AGREED TO:

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Grantor: March of Dimes Foundation
 By: Leslie Kowalewski
 Leslie Kowalewski, Associate State Director

Grantee (Organization): City of Long Beach
 By: Patrick H. West Assistant City Manager
 Signature
 Patrick H. West, City Manager

Dated: January 22, 2014 2015

Please Print Name and Title
 Dated: January 14, 2014 2015
 Federal I.D. No.: 95-6000733

APPROVED AS TO FORM

1/7, 2015
 CHARLES PARKIN, City Attorney
 By: Linda T. Vu
 LINDA T. VU
 DEPUTY CITY ATTORNEY