

32434

SUBGRANT AGREEMENT

THIS SUBGRANT AGREEMENT ("*Subgrant Agreement*") is made and entered into by and between ST. MARY MEDICAL CENTER FOUNDATION, a California nonprofit corporation ("*Foundation*"), and the CITY OF LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES, a governmental entity ("*LBDHHS*"). Foundation and LBDHHS are sometimes referred to herein as a "*Party*" or, collectively, as the "*Parties.*"

RECITALS

A. Foundation is organized for the purpose of increasing the health and welfare of the community through grants and supporting the mission and activities of Catholic Healthcare West, dba St. Mary Medical Center (the "*Hospital*").

B. Foundation has received a grant from the Archstone Foundation, a nonprofit corporation, located at 401 E. Ocean Blvd., Suite 1000, Long Beach, California 90802 ("*Archstone*"), Grant Number 12-01-05 (the "*Grant*") pursuant to that certain Grant Agreement between Archstone and Foundation, dated September 16, 2011 (the "*Master Grant Agreement*"), which is attached hereto as Exhibit A. The purpose of the Grant is to improve coordination and utilization of community resources to help Long Beach older adults maintain healthy and independent lives.

C. LBDHHS operates the Senior Links Program (the "*Senior Links Program*") that provides services to seniors in Long Beach. Hospital operates the Senior Connections Program (the "*Senior Connections Program*") which also provides services to seniors in the greater Long Beach area. Foundation will provide part of the Grant funds to each of these programs. This Subgrant Agreement addresses the grant for the Senior Links Program. The Master Grant Agreement covers the grant terms for the Senior Connections Program.

[Agreement continued on next page.]

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I.
SUMMARY OF TERMS**

1.1 Effective Date: October 1, 2011
(the “*Effective Date*”).

1.2 Expiration Date: September 30, 2012 (the
“*Expiration Date*”).

1.3 Compensation: \$16,075, payable in
monthly installments of \$1,461.36, as set forth
below.

1.4 FEIN: [REDACTED]

1.5 Foundation’s Address:
St. Mary Medical Center Foundation
1050 Linden Avenue
Long Beach, CA 90813
Attention: Foundation Director
Foundation’s EIN: 23-7153876

1.6 LBDHHS’ Address:
City of Long Beach
3333 West Ocean Boulevard
Long Beach, CA 90802
Attention: Patrick West, City Manager

cc: Catholic Healthcare West
251 South Lake Avenue, 8th Floor
Pasadena, CA 91101
Attn: Legal Department

**ARTICLE II.
GRANT RECIPIENT OBLIGATIONS**

2.1 Use of Grant Funds. LBDHHS shall employ or contract with qualified staff, including qualified staff with a masters of social work (collectively, the “*Staff*”) to: (a) conduct home visitations and follow-up calls with at least twenty (20) seniors; and (b) case manage such seniors’ navigation to resources (the “*Services*”), upon the terms and subject to the conditions set forth in this Subgrant Agreement. LBDHHS shall cause the Staff to devote time to the Services as necessary and appropriate for the provision of the Services. LBDHHS shall ensure that there is no lapse in the availability of the Services during the term of this Subgrant Agreement. Staff shall perform all Services off-site and shall not use the Foundation’s premises. LBDHHS shall cause the Staff to cooperate with the individual designated by Foundation to have principal responsibility for the administration and operation of the Grant, which individual may be a Hospital employee. LBDHHS acknowledges and agrees that the monthly oversight of the Services may be administered through Hospital personnel and the Senior Connections Program. LBDHHS shall cause the Staff to assist Foundation with preparation for and the conduct of any inspections or surveys of Foundation related to the Grant that is conducted by federal, state or local agencies or and any other governing or advisory body having authority to set standards governing the operation of Foundation.

2.2 Reports. LBDHHS shall provide Foundation with monthly reports detailing the Services provided in such month, including the name of the senior receiving the Services, the amount of time spent on the Services for each senior, the type of Services provided, the number of home visits and duration, how the senior joined the Senior Links Program, where the senior has been referred and such other matters as requested by Foundation (or Hospital) from time to time to allow Foundation to comply with

the terms of the Master Grant Agreement (the “*Monthly Reports*”). The Monthly Reports shall be in such form and format as reasonably requested by Foundation (or Hospital).

2.3 Compliance. LBDHHS shall comply with all applicable provisions of the Grant. LBDHHS shall comply, and shall cause the Staff to comply, with any and all federal, state and local laws, rules, and regulations (collectively, “*Laws*”) applicable to LBDHHS or the Staff, the provision of the Services, or the obligations of LBDHHS under this Subgrant Agreement.

2.4 Notification of Certain Events. LBDHHS shall notify Foundation in writing as soon as reasonably practicable (but in no event greater than seventy-two (72) hours) after either LBDHHS or the Staff becomes aware of any of the following:

(a) Any Staff becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by the Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b (f) (collectively, the “*Federal Health Care Programs*”), any state’s medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) LBDHHS becomes excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program;

(c) Any Staff becomes the subject of any action or proceeding arising out of the provision of the Services or a Staff’s professional or administrative services;

(d) Any event that materially interrupts or affects the LBDHHS’ or any Staff’s ability to perform the Services;

(e) Any termination, non-renewal, cancellation or reduction in any insurance required under this Subgrant Agreement; or

(f) Any event listed in Section 6.2.

2.5 Representations. LBDHHS represents that during the term of this Subgrant Agreement: (a) no Staff has ever been reprimanded, sanctioned or disciplined by any licensing board or other board governing the Staff person’s profession; (b) neither LBDHHS nor any Staff has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (c) no Staff has ever been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services.

2.6 Independent Contractor. LBDHHS is and shall at all times be an independent contractor with respect to Foundation in the performance of its obligations under this Subgrant Agreement. Nothing in this Subgrant Agreement shall be construed to create an employer/employee, joint venture, lease or landlord/tenant relationship between Foundation and LBDHHS or the Staff. LBDHHS shall not, and shall ensure that the Staff does not, hold itself, himself or herself out as an officer, agent or employee of Foundation or incur any contractual or financial obligation on behalf of Foundation, without Foundation’s prior written consent. Except as otherwise set forth in this Subgrant Agreement, LBDHHS shall be solely responsible for paying all expenses related to LBDHHS, including compensation, health and disability insurance, workers compensation insurance, life insurance, retirement plan contributions, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes and withholdings, with respect to the Staff and any other person employed by or contracting with LBDHHS.

2.7 Insurance. LBDHHS, at LBDHHS' sole cost and expense, shall maintain the following types and amounts of insurance through third-party insurance policies or a self-insurance program, as follows: (i) professional liability insurance for acts or omissions of the Staff in the performance of the Services; (ii) general liability insurance for bodily injury and property damages resulting from acts or omissions of the Staff (other than those matters covered by the professional liability insurance policy), (iii) workers' compensation insurance covering the Staff, (iv) auto insurance coverage for any Staff using personal automobiles to provide the Services, and (v) provide for minimum coverage limits of no event less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate for each type of coverage (other than workers' compensation). LBDHHS shall provide Foundation with certificates of self-insurance or other written evidence of the insurance policies required by this Section, in a form satisfactory to Foundation, as soon as possible after the Effective Date, and as requested by Foundation.

2.8 Indemnification. LBDHHS shall indemnify and hold harmless Foundation, any affiliate of Foundation, and their respective directors, officers, employees or agents, from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs (including the reasonable costs of Foundation's in-house counsel), arising out of, resulting from, or relating to (i) the breach of this Agreement by LBDHHS, (ii) the negligent acts or omissions of LBDHHS or any employee or agent of LBDHHS, including Staff, (iii) any wrongful termination or any other claim or action against Foundation with respect to the actual or constructive termination by LBDHHS of any agent, contractor or personnel employed or contracted by LBDHHS, whether or not providing Services under this Agreement or (iv) wages, salaries, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes, withholdings and charges payable by Foundation or any affiliate of Foundation to, or on behalf of, LBDHHS, Staff or any other person employed by or contracted with LBDHHS. This Section shall survive the expiration or termination of this Agreement.

2.9 Cooperation. The Parties recognize that, during the term of this Subgrant Agreement and for a period thereafter, certain risk management issues, legal issues, claims or causes of action may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other when such issues, claims or causes of action arise, to the extent such cooperation does not violate any applicable Laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or causes of action. The Parties shall, therefore, use reasonable efforts to address such risk management claims or causes of action in a cooperative manner.

ARTICLE III. GRANT FUNDING

3.1 Funding Amount and Schedule. Within thirty (30) days after receipt of each Monthly Report (defined above), Foundation shall grant to LBDHHS the amount of One Thousand Four Hundred Sixty One Dollars and Thirty Six Cents (\$1,461.36) per month.

3.2 IRS Form W-9. LBDHHS shall, concurrently with the execution of this Subgrant Agreement, complete, execute and deliver to Foundation a copy of IRS Form W-9 that identifies LBDHHS' taxpayer identification number.

3.3 Auditing. To ensure compliance with the Grant, LBDHHS shall allow Foundation, within twenty-four (24) hours of a request and during regular business hours, or otherwise with the consent of LBDHHS (which consent shall not be unreasonably withheld), to inspect and make copies of

Senior Links Program books and records, financial statements, historical financial information and any other books and records, whether held by LBDHHS or by LBDHHS' consultants or accountants and to interview LBDHHS' employees, customers, referral sources and accountants. LBDHHS shall prepare and have available for Foundation's review the items and/or people listed above, including monthly financial statements for each month during the term of this Subgrant Agreement. LBDHHS shall take such steps as necessary so that Foundation may conduct such audit at Foundation and without traveling to LBDHHS' business offices. Failure of LBDHHS to provide the items and people, as required by this Section, within five (5) business days of a request by Foundation or its consultant shall be considered a material breach of this Subgrant Agreement.

ARTICLE IV. TERM AND TERMINATION

4.1 Term. This Subgrant Agreement shall commence on the Effective Date and shall continue until the Expiration Date, unless earlier terminated pursuant to this Agreement.

4.2 Termination by Foundation. Upon the occurrence of any one or more of the following events, Foundation may terminate this Subgrant Agreement by giving written notice of termination to LBDHHS, which termination shall be effective as of the date set forth in Foundation's written notice of termination to LBDHHS, or, if no date is set forth in the notice, the date the notice is delivered to LBDHHS:

(a) The insurance required to be maintained by LBDHHS under this Subgrant Agreement is terminated, reduced below the minimum coverage requirements set forth in this Subgrant Agreement, not renewed or cancelled (whether by action of the insurance company or LBDHHS) for any reason, and LBDHHS has not obtained replacement coverage as required by this Subgrant Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation; or

(b) LBDHHS or a Staff person is excluded or suspended from participation in any Federal Health Care Program.

4.3 Termination Upon Breach. In the event of a breach of this Subgrant Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than thirty (30) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period, this Subgrant Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

4.4 Termination Without Cause. Either Party may terminate this Subgrant Agreement without cause, expense or penalty, effective thirty (30) days after written notice of termination is given to the other Party.

4.5 Removal of Staff. LBDHHS shall immediately remove any Staff person from furnishing any Services under this Subgrant Agreement who, as applicable:

(a) Is convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of professional services or the practice of medicine;

(b) Is excluded or suspended from participation in any Federal Health Care Program;

(c) Fails to be covered by the professional liability insurance required to be maintained under this Subgrant Agreement (if applicable); or

(d) Engages in conduct that, in Foundation's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of Foundation.

4.6 Effect of Termination or Expiration. Upon any termination or expiration of this Subgrant Agreement:

(a) All rights and obligations of the Parties shall cease except (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Subgrant Agreement, and (ii) those rights and obligations that expressly survive termination or expiration of this Subgrant Agreement; and

(b) LBDHHS and the Staff shall not do anything or cause any other person to do anything that interferes with Foundation's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between Foundation and any other person or entity who may be engaged to provide the Services to Foundation.

ARTICLE V. GENERAL PROVISIONS

5.1 Amendment. This Subgrant Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties, and explicitly indicate that such writing modifies or amends this Subgrant Agreement.

5.2 Assignment. This Subgrant Agreement is entered into by Foundation in reliance on the professional and administrative skills of LBDHHS and the Staff. LBDHHS shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Subgrant Agreement through the services of Staff, except as specifically set forth in this Subgrant Agreement. LBDHHS may not assign any of its rights, interests, duties, or obligations under this Subgrant Agreement without Foundation's prior written consent, which consent may be given or withheld in Foundation's sole discretion. Any attempted or purported assignment by LBDHHS in violation of this Section shall be void. Foundation may, in its sole discretion, assign any or all of its rights, interests, duties, or obligations hereunder to any person or entity without the prior written consent of LBDHHS. Foundation shall notify LBDHHS in writing prior to any such assignment. Subject to the foregoing, this Subgrant Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, successors, assigns and representatives.

5.3 Confidential Information.

(a) "***Confidential Information***" means this Subgrant Agreement and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Foundation or any Affiliate that Foundation discloses or otherwise makes available in any manner to either LBDHHS or the Staff, or to which LBDHHS or the Staff may gain access in the performance of the Services under this Subgrant Agreement, or which either LBDHHS or the Staff knows or has reason to know is confidential information of Foundation or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, trade secrets,

manuals, confidential reports, procedures and methods of Foundation and any information, records and proceedings of Foundation committees. Confidential Information also includes proprietary or confidential information of any third party that may be in Foundation's or any Affiliate's possession. Confidential Information does not include information which: (a) was known to the receiving party at the time of disclosure, as evidenced by written record; (b) was part of the public domain at the time of disclosure or later entered the public domain through no fault of the receiving party; (c) was made known to the receiving party from another source under no obligation to the disclosing party; or (d) was independently developed by the receiving party without the use of the other party's Confidential Information.

(b) Confidential Information shall be and remain the sole property of Foundation. LBDHHS shall not, and shall ensure that the Staff does not, use any Confidential Information for any purpose not expressly permitted by this Subgrant Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Foundation. LBDHHS and the Staff shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as LBDHHS protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

(c) LBDHHS and the Staff shall return to Foundation all Confidential Information and all copies thereof in LBDHHS' or the Staff's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Foundation, or the termination or expiration of this Subgrant Agreement. Neither LBDHHS nor the Staff shall copy, duplicate or reproduce any Confidential Information without the prior written consent of Foundation.

(d) Each Party may disclose the other Party's Confidential Information to the extent necessary to comply with applicable Laws (including the California Public Records Act, the Freedom of Information Act and the Federal Funding Accountability and Transparency Act of 2006), judicial orders or governmental regulations, provided that the disclosing Party gives reasonable advance notice of any such intended disclosure and minimizes the disclosure to the extent possible. Each Party receiving notification of said disclosure from the other pursuant to this paragraph shall, if they intend to seek a protective order preventing disclosure, notify the disclosing Party of their intent within five(5) business days after receiving notification.

(e) This Section 5.3 shall survive the expiration or termination of this Subgrant Agreement.

5.4 Counterparts. This Subgrant Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5.5 Disclosure of Subgrant Agreement. The Parties shall not disclose any of the provisions of this Subgrant Agreement to any person or entity, other than their respective attorneys or accountants, without the prior written consent of the other Party, unless and only to the extent such disclosure is required by Law (including the California Public Records Act, the Freedom of Information Act and the Federal Funding Accountability and Transparency Act of 2006), subpoena or legal process. Foundation and LBDHHS may disclose the provisions of this Subgrant Agreement to any person or entity without the prior written consent of the other Party to the extent such disclosure is requested or required by (a) the Party's respective contracts existing as of the date of this Subgrant Agreement; or (b) public agencies or commissions with governmental powers and duties related to disclosure of information which have the right to compel disclosure of such information. Foundation may also disclose the provisions of this Subgrant Agreement to any person or entity without the prior written consent of the other Party to the

extent such disclosure is requested or required by (a) Foundation's representatives or others in connection with any tax-exempt bond or other financing transactions of Foundation or any Affiliates; or (b) Foundation's corporate integrity program.

5.6 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Subgrant Agreement or the acts or omissions of the Parties with respect to this Subgrant Agreement (each, a "**Dispute**") the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the "**Dispute Notice**"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the "**Meet and Confer**"). If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted in the County in which Foundation is located by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") in accordance with the commercial arbitration rules of JAMS. The Parties waive the right to seek specific performance or any other form of injunctive or other equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section 5.6 and Sections 5.3 (Confidential Information) and 5.5 (Disclosure of Subgrant Agreement) of this Subgrant Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Subgrant Agreement or improperly terminated this Subgrant Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of any specific performance or injunctive or other equitable relief or remedy. This Section 5.6 shall survive the expiration or termination of this Subgrant Agreement.

5.7 Entire Agreement. This Subgrant Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions among the Parties with respect to such subject matter.

5.8 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Subgrant Agreement and are incorporated by reference into this Subgrant Agreement.

5.9 Governing Law. This Subgrant Agreement shall be interpreted and enforced in accordance with the internal laws, and not the law of conflicts, of the State.

5.10 Headings. The headings in this Subgrant Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Subgrant Agreement.

5.11 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Subgrant Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified, "days" shall be considered "calendar days" and "months" shall be considered "calendar months" in this Subgrant Agreement and its exhibits and attachments.

5.12 No Third Party Beneficiary Rights. This Subgrant Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

5.13 Notices. All notices or communications required or permitted under this Subgrant Agreement shall be given in writing and shall be delivered to the Party to whom notice is to be given either (a) by personal delivery (in which case such notice shall be deemed given on the date of delivery), (b) by next business day courier service (e.g., Federal Express, UPS or other similar service) (in which case such notice shall be deemed given on the business day following date of deposit with the courier

service), or (c) by United States mail, first class, postage prepaid, registered or certified, return receipt requested (in which case such notice shall be deemed given on the third (3rd) day following the date of deposit with the United States Postal Service). Notice shall be delivered or sent to the Party's address indicated in Article I, or such other address as provided by a Party, from time to time, pursuant to this Section.

5.14 Representations. Each Party represents with respect to itself that (a) no representation or promise not expressly contained in this Subgrant Agreement has been made by the other Party or by the other Party's agents, employees, representatives or attorneys; (b) this Subgrant Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Subgrant Agreement; and (c) such Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

5.15 Severability. If any provision of this Subgrant Agreement, in whole or in part, or the application of any provision, in whole or in part, is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision, or part of such provision, shall be severed from this Subgrant Agreement. The illegality, invalidity or unenforceability of any provision, or part of any provision, of this Subgrant Agreement shall not affect any other provision of this Subgrant Agreement, which shall continue in full force and effect.

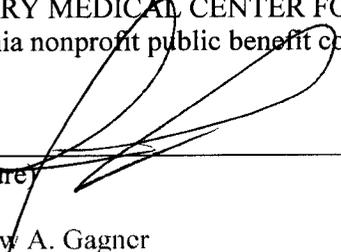
5.16 Waiver. No delay or failure to require performance of any provision of this Subgrant Agreement shall constitute a waiver of the performance of such provision or any other instance. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Subgrant Agreement shall not be construed as a waiver of any other terms and conditions of this Subgrant Agreement, nor shall any waiver constitute a continuing waiver.

SIGNATURE PAGE AND EXHIBITS FOLLOW

SIGNATURE PAGE

FOUNDATION

ST. MARY MEDICAL CENTER FOUNDATION, a
California nonprofit public benefit corporation



(Signature)

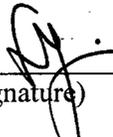
By: Drew A. Gagner

Its: President

Date: 29 Nov. 2011

LBDHHS

CITY OF LONG BEACH, a governmental entity



(Signature) **Assistant City Manager**

By: Patrick H. West

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

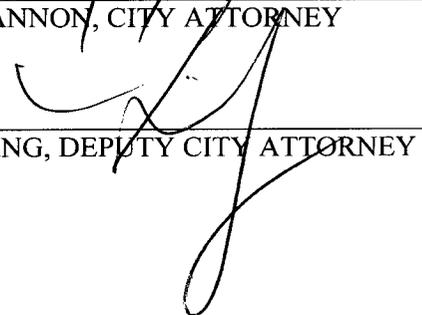
Its: City Manager

Date: 11.22.11

APPROVED AS TO FORM

11/9/11

ROBERT E. SHANNON, CITY ATTORNEY

BY 

LINDA TRANG, DEPUTY CITY ATTORNEY

EXHIBIT A

MASTER GRANT AGREEMENT

SEE ATTACHED

ARCHSTONE FOUNDATION

Grant Number 12-01-05

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the ARCHSTONE FOUNDATION (the *Foundation*) and St. Mary Medical Center Foundation (the *Grantee*).

RECITALS

A. The Foundation, a California Nonprofit Public Benefit Corporation, is organized for the purpose of aiding and assisting, through contributions and otherwise, improved health care, and desires to make a grant to the Grantee in furtherance of that purpose.

B. The Grantee is willing to accept such grant on the terms and conditions of this Agreement.

TERMS & CONDITIONS

In consideration of the facts recited above and the mutual covenants, conditions and representations set forth herein, the parties agree and covenant as follows:

1. Grant. Subject generally to the provisions of this Agreement and specifically to the terms of this Section, the Foundation hereby agrees to grant the sum of not more than \$75,000 (the *Grant*) for the program and purposes set forth on Schedule A attached hereto (the *Program*). In accepting such Grant, the Grantee acknowledges and agrees that:

- a. the Foundation shall have no obligation to segregate or set aside any funds or assets for the payment of the Grant;
- b. the Grantee shall use the Grant solely for the purposes and for organizing, implementing and conducting the Program;
- c. the Grant shall be used only for charitable and educational purposes qualifying under Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the *Code*);
- d. neither the Grant nor the income therefrom may be used for purposes other than those described;
- e. the Grant shall be payable as set forth on Schedule B attached hereto; subject always to the provisions of Paragraphs 3 and 8 herein;
- f. all unexpended amounts of the Grant shall be held in interest-bearing bank accounts with the bank or banks set forth on Schedule B attached hereto; and

g. In the event the Grantee shall, singly or in conjunction with any other person or persons, contest in any court the validity of this Grant, the terms or conditions of this Grant or the diminution, termination, or determination on the part of the Foundation not to renew or to pay all or any part of the Grant, or shall seek to obtain an adjudication in any proceeding in any court that this Grant or any of its provisions is void, or seek otherwise to void, nullify, or set aside this Grant or any of its provisions, then the right of that Grantee to take any interest given or granted by the Grant shall be determined as it would have been determined had the Grantee failed initially to qualify under the provisions of subparagraph c of Paragraph 1.

2. Program. As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written proposal ("the *Proposal*") to the Foundation, which includes a description of the Program. The Grantee acknowledges that the Grant is expressly made in reliance on the Proposal and a review of financial information and a final budget submitted by the Grantee. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Proposal or in any other information or document submitted to the Foundation. Without the advance written consent of the Foundation, the Grantee shall not expend any part of the Grant or interest thereon whether for any purpose or item in excess of the amount budgeted for such purpose or item on the final budget for the Program submitted by the Grantee to the Foundation.

3. Conditions to the Grant. Except as such conditions may be waived in writing by the Foundation, the Foundation's obligations to make the Grant and, if the Grant is payable in installments, to pay each installment thereof shall be subject to each of the following conditions:

- a. All necessary approvals and consents to the payment of the Grant shall, to the satisfaction of the Foundation, have been obtained and not revoked.
- b. No legal, administrative or other proceeding shall be pending that questions the legality of the Grant.
- c. The Grantee continues to qualify under Code Section 501(c)(3), and its Program as having a charitable and educational purpose as provided in Paragraph 1.c., above, both in fact and by operation of Paragraph 1.d. hereof.
- d. The Board of Directors of the Foundation shall have approved or not withdrawn approval of each payment or installment of the Grant.

4. Covenants of Grantee. The Grantee covenants with the Foundation as follows:

- a. To repay any portion of the Grant which is not used for the purposes of the Grant.
- b. To submit to the Foundation full and complete quarterly reports on the manner in which the Grant is spent and the progress made in accomplishing the purposes of the Grant.

c. To maintain records of receipts and expenditures and to make its books and records relating to the Grant available to the Foundation at reasonable times.

d. Not to use any of the Grant (i) to carry on propoganda, or otherwise to attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (ii) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (iii) to make any grant which does not comply with the requirements of Section 4945(d)(3) of (4) of the Code or (iv) to undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.

e. In the performance of this Agreement and the expenditure of the Grant, the organization, implementation, and conduct of the Program will (i) comply with all applicable laws, regulations and union agreements to which it is bound and (ii) not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation.

f. Without the prior written approval of the Foundation, and except for salaries specifically identified in the Proposal, not to transfer or pay, whether or not for value, any portion of the Grant to (i) any person or entity who directly or indirectly controls, is controlled by or is under common control with the Grantee, (ii) any person or entity who is an officer, employee, partner or trustee of, or serves in a similar capacity with respect to, the Grantee or (iii) any person or entity of which the Grantee or any of its officers, employees, partners or trustees is the beneficial owner of 5% or more of the equity interests therein.

5. Representations of Grantee. The Grantee represents and warrants to the Foundation that:

a. The Grantee is a California Nonprofit Public Benefit Corporation, located at 1050 Linden Avenue, Long Beach, California 90813, duly formed, validly existing and in good standing under the laws of the State of California, and has the legal power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this Agreement.

b. This Agreement has been duly authorized, executed and delivered by the Grantee, and constitutes a legal, valid and binding obligation of the Grantee for the benefit of the Foundation.

c. All proceedings legally required to be taken by the Grantee in connection with the authorization of this Agreement and of the transactions related thereto, and all approvals, authorizations, consents and other orders of public boards or bodies as may be legally required to be obtained by the Grantee prior to the date hereof with respect to all or any of such matters, have been taken or obtained.

d. The execution and delivery of the Agreement by the Grantee, and the performance by the Grantee of its obligations hereunder, do not (i) violate any provisions of the Articles of

Incorporation, Bylaws or other governing instrument of the Grantee, (ii) violate any law, rule or regulation having applicability to the Grantee or any order, writ, judgement, decree, determination or award to which the Grantee is a party or (iii) result in the breach of, or constitute a default under any agreement, lease or instrument to which the Grantee is a party or by which the Grantee is bound.

e. No audit, investigation, proceeding or other inquiry is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to the Grantee or any affiliated organization, and no legal, administrative or other proceeding is pending that questions the legality of the Grant.

6. Publicity. All promotional and advertising materials, including announcements, brochures, publications, films, videotapes, exhibitions and visual materials, produced or authorized by the Grantee relating to the Program shall, to the extent directed by the Foundation, give credit to the Foundation at least as prominent as that given to any other person or organization or entity which makes a grant or contribution of funds to the Grantee. The Foundation shall have the right, but not the obligation, to review in advance and approve the contents of all press announcements issued by the Grantee, the planning of all press events, and the contents of all promotional and advertising materials related to the Grant and the Program.

7. Reports and Records. The Grantee agrees to submit such reports, in addition to the reports required under Paragraph 4(b) hereof, as may be requested by the Foundation, in such form as the Foundation may prescribe at reasonable intervals, relating to the Grantee's performance of, or ability to fulfill, its obligations under this Agreement. Notwithstanding the foregoing, the Grantee shall timely submit such reports as are described on Schedule C attached hereto. The Grantee shall maintain complete, accurate and current records of all income and expenses relating to the Program and the Grant. During the term of this Agreement and at any time within two (2) years thereafter, the Grantee shall make such records available upon request to the Foundation for review, copying, and audit. In addition, the Grantee agrees to cooperate fully with the Foundation, and to allow the Foundation, and any person designated by it, full and complete access to the facilities, activities and operations of the Grantee, for the purpose of auditing, monitoring and evaluating the Program, the Grant and the compliance of the Grantee with the terms and conditions of the Agreement.

8. Termination. The Foundation shall have the right to terminate this Agreement and the Grant in the event the Foundation determines that the Grantee (a) has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Proposal or otherwise in regard to this Agreement or the Grant, (b) has diverted any payments made under this Agreement to a purpose other than that permitted hereunder, (c) has failed to maintain or provide any material records or reports require to be maintained or provided hereunder, (d) has failed to abide by any other term or condition of this Agreement, (e) has terminated, abandoned, canceled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Program or (f) has initiated any of the actions set forth in Paragraph 1.d., above, or has failed to comply with the requirements of Paragraph 1.c., above in fact or by operation of Paragraph 1.d. Upon termination of this Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee in regard to the Grant and, if such termination is

pursuant to clause (a), (b), (c) or (d) above, may require the Grantee to refund any or all payments of the Grant theretofore made. The foregoing remedies of the Archstone Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

9. No Liability. The Grantee shall indemnify, defend and hold the Foundation harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Program or any other program or activity by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between parties regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of the Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Program or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto. The Grantee covenants that all contracts to which it shall become a party in regard to the Program and/or Grant shall include the following clause:

It is expressly agreed and understood that neither the Archstone Foundation (the "Foundation") nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with the Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made part of any and all agreements between the parties subsequent to this Agreement.

10. Insurance. The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Program and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured. Upon demand of the Foundation, the Grantee shall furnish the Foundation the policy or policies of insurance or a certificate of insurance or other written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee. The Grantee covenants that it will cause the Foundation to be added as an additional insured on all relevant policies of insurance carried by the Grantee.

11. Prior Agreements. This Agreement and the Proposal together constitute the entire agreement of the parties with respect to the subject matter hereof, and the provisions hereof and thereof have superseded any and all prior and contemporaneous agreements or understandings relating to the matters specifically addressed herein or therein.

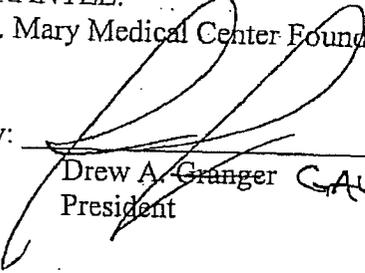
12. Other Provisions. Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences, nor shall waiver of any condition or right in any instance be deemed a waiver of any condition or right in any other instance. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled. This Agreement and the Grantee's rights, duties and obligations hereunder may not be assigned by the Grantee without the prior written consent of the Foundation. Any attempt at assignment shall be void and a material breach of this Agreement by the Grantee. This Agreement has been negotiated, executed and delivered in the State of California and shall be governed by and construed in accordance with its laws. The Schedules attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

13. Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Foundation and by the Grantee. Notwithstanding the foregoing, modifications to the scope of the Program, alterations in the funding schedule, revisions to the Proposal and other changes to the terms and conditions of this Agreement set forth on the Schedules attached hereto may be effectuated by the substitution of replacement Schedule(s), provided that such replacement Schedule(s) are executed by both the Foundation and the Grantee.

14. Completion of Grant. The Grantee covenants to execute and deliver to the Foundation a final evaluation report (including summary of the project, all statistical data, evaluation results and accounting of expenditures per exhibit C, attached) as a condition precedent to receipt of the final installment payment of the Grant.

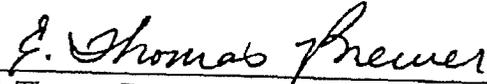
IN WITNESS WHEREOF, the parties have executed this Grant Agreement on:

GRANTEE:
St. Mary Medical Center Foundation

By: 
Drew A. Granger
President

Date: 16 Sep 2011

ARCHSTONE FOUNDATION:

By: 
E. Thomas Brewer, MSW, MPH, MBA
Director of Programs

Date: 9.12.11

SCHEDULE A

DESCRIPTION OF PROGRAM AND PURPOSES:

The goal of the Senior Connections Program is to improve coordination and utilization of community resources to help Long Beach older adults maintain healthy and independent lives. The objectives and activities of the program are:

Objective 1: Outreach to senior housing projects and Latino seniors.

- a. The outreach coordinator will visit 25 senior housing projects to further develop collaborative partnerships and raise awareness of the program.
- b. Conduct 15 community outreach events, with a specific emphasis on serving Latino seniors.

Objective 2: Improve the quality of life for 22,000 seniors through increased access to the following services and education opportunities.

- a. Conduct home visitations and follow-up calls with 45 seniors, and case manage their navigation to resources.
- b. The City of Long Beach Senior Links program will conduct home visitations and follow-up calls with at least 20 seniors, and case manage their navigation to resources, through St. Mary's Senior Connections Program.
- c. Administer at least 2,500 health screenings to seniors, at community outreach events and health fairs.
- d. Provide direct healthcare services to 850 seniors at the Senior Clinic.
- e. Provide consultations to 3,035 seniors at the Low Vision Center.
- f. Provide 676 hours of transportation for seniors, to and from their appointments within the St. Mary Medical Center network (Hospital campus and Senior Clinic).
- g. Provide low-cost Fall Prevention classes to 15 seniors.
- h. Provide 100 free in-home evaluations of living space and limitations to seniors, resulting in further education on the use of assistive devices and proper body mechanics, and installation of assistive devices/moderate home modifications.
- i. Provide low-cost exercise classes: Balance Training classes to 40 seniors, SeniorFit exercise classes to 400 seniors, Advanced Senior Fit classes to 450 seniors, and Tai Chi classes to 95 seniors.
- j. Provide low-cost Reiki and General Massage to 300 seniors.
- k. Coordinate 12 low-cost travel excursions, attended by at least 550 seniors.
- l. Provide mental health support to 75 seniors, through the Passages program.
- m. Provide low-cost Vegan Cooking classes to 150 seniors.
- n. Provide low-cost Mature Drivers Education classes to 150 seniors.
- o. Provide 30 health and wellness education classes for 3,000 seniors.
- p. Provide consultations to 2,000 seniors at the Low Vision Center.
- q. Provide 120 eye exams and/or eye glasses at a reduced rate to low-income seniors at the Low Vision Center.
- r. Provide diabetes education to 20 low-income seniors.

EVALUATION: The effectiveness of the Senior Connection Program will be determined by collecting data on the objectives, including the number of seniors accessing the Senior Connections Program; number of seniors receiving case management services from the St. Mary Community

Health Workers and Senior Links Program; and the number of seniors receiving a health screening. Qualitative outcomes will be measured by a pre- and post-satisfaction survey. The staff will also provide qualitative data through anecdotal information. Information and data will be maintained to assess the quality of services and the need for corrective actions, as well as inform the preparation of additional proposal submissions so as to enhance and sustain the Program.

SCHEDULE B

The funding schedule set forth below constitutes an estimate of the Grantee's need for funds based upon the Proposal. The amounts and timing of the payment of installments of the Grant as set forth in such funding schedule are subject to change, at the discretion of the Foundation, in the following circumstances:

1. Reports required by Paragraph 7 of the Grant Agreement and/or by Schedule C attached thereto are not submitted in a timely manner or with all required information.
2. The Program is modified, enhanced, reduced or otherwise altered in any substantive manner without the prior written approval of the Foundation.
3. The Foundation determines that cost savings may be achieved through utilization of other resources or the Foundation's purchase requisition procedures for equipment and other items required by the Program.

FUNDING SCHEDULE:

Payment Schedule for the above Grant:

October 1, 2011	\$67,500.00	Scheduled
December 15, 2012	\$7,500.00	Contingent

Contingent payments require submission of Progress and Evaluation Reports to be reviewed and approved by Foundation prior to payment authorizations. The total grant funds released based on Grantee submitted Reports may be less than the approved grant, but in no case will the total payment exceed \$75,000.

BANK(S) IN WHICH GRANT FUNDS ARE TO BE HELD:

ACCOUNT#

MAIL CHECK TO: