AI-31644 **Item #: 2. b.**
Health Care Foundation
Date: 04/05/2010
Ratification of HC Foundation Board's President Prior Approval of Susan G. Komen Grant Contract

Submitted For:	Candy Blair	**Submitted By:**	Patsy Morris, Health Care
Department:	Health Care		
Request Type:	CONSENT		

Information

Department Action
A contract was e-mailed from Susan G. Komen on Monday, March 22. Komen requested a signed contract for the Award Ceremony on Saturday, March 27. Candy obtained the Judge's signature on March 23. The Judge asked that the contract be pushed to the next court on April 5th.

Purchasing Department Action
Request Health Care Foundation consideration and any action regarding the approval of ratification of Board President's prior approval accepting the North Texas Susan G. Komen Affiliate grant award in the amount of $96,000. Period of performance is April 1, 2010 through March 31, 2011.

Finance Department Action
This grant was reviewed by the Grant Review Committee before the application was approved by Commissioners Court on December 14, 2009. The grant award amount was lower than requested, but no changes were made to the approved application that would result in additional expenses to the County.

Auditor's Office Action
Grant Funding is payable in two equal installments. Upon receiving the first funding installment a budget will be processed for the amount received. The second payment is processed after the receipt of the semi-annual progress report. A second budget amendment will be processed at that time for the remaining balance.

Commissioners Court
Ratification of the Board President's prior approval of the North Texas Affiliate of Susan G. Komen for the Cure Grant Contract for grant funds in the amount of $96,000 for the Breast Screening Program, Health Care.

Attachments

Link: Draft Court Order
Link: Grant Award
Link: Memo
Link: Grant

HEALTH CARE FOUNDATION

HCF RESOLUTION NO. 2010- -04-05

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Ratification, Grant Contract, North Texas Affiliate of Susan G. Komen – Health Care

On **April 5, 2010** the Health Care Foundation Board of Trustees of Collin County, Texas, met in **regular session** with the following members present and participating to wit:

Keith Self	**President**
Matt Shaheen	**Trustee/Vice President**
Jerry Hoagland	**Trustee**
Joe Jaynes	**Trustee/Secretary**
Kathy Ward	**Trustee**

During such session the Health Care Foundation Board of Trustees considered a request for ratification of the Board President's prior approval of the North Texas Affiliate of Susan G. Komen for the Cure Grant Contract for grant funds in the amount of $96,000.

Thereupon, a motion was made, seconded and carried with a majority vote of the Board for approval to ratify the Board President's prior approval of the North Texas Affiliate of Susan G. Komen for the Cure Grant Contract for grant funds in the $96,000 for the Breast Screening Program. Same is hereby approved in accordance with the attached documentation.

_____
Keith Self, President

_____
Joe Jaynes, Trustee/Secretary

COLLIN COUNTY

GRANT AWARD NOTIFICATION AND PROGRAM IMPLEMENTATION

Date:

To: Commissioners Court
Grant Review Committee

From: Department: Health Care
Contact Person: Candy Blair
Contact Phone: 972-548-5504

Grant Title: North Texas Affiliate of Susan G. Komen for the Cure Grant Contract

Grantor: Same

Beginning/Ending Dates of Grant: April 1, 2010 – March 31, 2011

Grant Amount : $96,000.00

Source of Funds: __ Federal __ State __ Local _X Private

☒ The above listed grant has been officially awarded. No changes have been made to the original application as reviewed by the Grant Review Committee and approved by Commissioners Court.

☐ The above listed grant has been officially awarded. Changes have been made to the original application as reviewed by the Grant Review Committee and approved by Commissioners Court. These changes have been detailed in the revised Grant Summary Form attached.

Candy Blair
Department Head/Designee Signature & Date

Candy Blair
Department Head/Designee Printed Name

Grant Review Committee Chair/Designee Signature & Date

Grant Review Committee/Designee Printed Name

Grant Award Notification Attached

COLLIN COUNTY

Health Care Services
825 N. McDonald Street
Suite 130
McKinney, Texas 75069
www.collincountytx.gov
972 548-5532/fax 972 548-5550

TO: Collin County Health Care Foundation

FROM: Candy Blair, Manager, Health Care Services

DATE: March 24, 2010

RE: North Texas Affiliate of Susan G. Komen for the Cure Grant Contract

Attached is Ratification of the Board President's prior signature on the North Texas Affiliate of Susan G. Komen for the Cure Grant Contract.

GRANT CONTRACT

NORTH TEXAS AFFILIATE OF SUSAN G. KOMEN FOR THE CURE©
GRANT CONTRACT

PERIOD OF GRANT:	**April 1, 2010 – March 31, 2011**
GRANTEE:	**Collin County Health Care Services**
PROJECT DIRECTOR:	**Belsy Koruthu**
BREAST CANCER PROJECT TITLE:	**Breast Screening Program**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, North Texas Affiliate of Susan G. Komen for the Cure© d/b/a Susan G. Komen for the Cure North Texas ("Komen Affiliate") does hereby grant ***Collin County Health Care Services*** *("Grantee") funds in the amount of $96,000 ("Grant Funds" or "Grant") subject to the terms and conditions below ("Grant Contract"). This Grant Contract shall be null and void if not executed within 90 days of the date stamp above.*

1. Breast Cancer Project:

   A. Unless otherwise stated herein, the breast cancer project ("Breast Cancer Project"), which is the subject of this Grant Contract, shall be implemented as described in Grantee's grant application to Komen Affiliate ("the Grant Application"). A copy of the Grant Application is attached hereto as Exhibit "A" and made a part hereof for all purposes. To the extent that the terms of this Grant Contract conflict with the terms of Exhibit "A," the terms of this Grant Contract shall prevail.

   B. The Grant Funds shall be used exclusively as set forth in the budget ("Budget") in the Grant Application Notwithstanding the above and the provisions of Section 1.D, Grantee, at its discretion and without a formal request, may move up to five percent of total Grant Funds across budget categories to implement the Breast Cancer Project. However, Grant Funds may not be moved across categories, if the result exceeds any maximum allowable cost set for a budget line

item, such as equipment or indirect costs. Any such changes exceeding these limits require prior written approval by the Komen Affiliate.

C. Komen Affiliate shall receive copies of all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, reports, articles and other publications and materials created in connection with the Breast Cancer Project (collectively, the "Materials") at no charge. Grantee grants Komen Affiliate, the Foundation (as such term is defined below) and the Foundation's affiliates a limited, non-exclusive license to use such Materials for their own non-commercial purposes.

D. Komen Affiliate shall be notified at least 30 days in advance in writing and must give prior written approval for any proposed changes to the design, key personnel, Budget, content, goals, objectives or timeline of the Breast Cancer Project.

2. Grant Payments and Remittance of Unspent Grant Funds:

A. Grant Funds shall be payable in two equal installments of $48,000 each. The first payment shall be made to Grantee upon receipt by Komen Affiliate of this Grant Contract fully executed, and the second payment shall be made to Grantee after Komen Affiliate's receipt of timely Progress Report (as such term is defined below) that contain the required or satisfactory information, as determined by Komen Affiliate in its sole discretion. Notwithstanding the above, Komen Affiliate may require Grantee to deplete the current installment of the Grant Funds prior to receiving the payment of the next installment of the Grant Funds.

B. Within 45 days after the expiration or early termination of this Grant Contract, Grantee shall remit to Komen Affiliate all unspent Grant Funds.

3. Reports/Submission Items and Right to Audit:

A. A progress report substantially in the form attached hereto as Exhibit "B" ("Progress Report") shall be due on November 30, 2010, and shall include, but not be limited to, the following information: a reasonably-detailed accounting of Grant Funds spent to date, with a detailed explanation of any variances in the Budget; progress made toward meeting objectives outlined in the Grant

Application; number of people served; notice or receipt of other sources of support for the Breast Cancer Project; copies or examples of all Materials produced as a result of the Breast Cancer Project; up to date documentation of Komen Affiliate acknowledgments; a listing of articles submitted for publication and the status of those articles; presentations made regarding the Breast Cancer Project; and signed affirmation from the authorized signatory of Grantee that the report has been reviewed and approved.

B. Within 45 days following the expiration or early termination of the Grant, a final report, substantially in the form attached hereto as "Exhibit C" (the "Final Report") shall be due. In addition to the information referenced in Section 3.A, the Final Report must include an evaluation of the impact of Komen Affiliate's sponsorship of the Breast Cancer Project.

C. Any and all surveys or other items submitted by Komen Affiliate to Grantee for completion regarding this Grant must be completed and returned to Komen Affiliate no more than 45 days following the expiration or early termination of the Grant.

D. Grantee agrees to maintain accurate and complete records of the expenditure of the Grant Funds and agrees that Komen Affiliate may conduct an audit of such records at any time reasonably requested by Komen Affiliate.

E. The reports provided for herein will not be considered confidential, and Komen Affiliate may contract with third parties to assist in the review and evaluation of such reports. Komen Affiliate shall not be responsible for any damages resulting from the disclosure of the content of such reports to third parties.

4. Acknowledgments and Licensed Mark:

A. As a sponsor of the Breast Cancer Project, Komen Affiliate shall be given high visibility at all symposia, conferences and other presentations or events and recognition in all printed and electronic Materials created in connection with the Breast Cancer Project.

B. Komen Affiliate has been granted by The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure (the "Foundation") a non-exclusive license to use the Susan G. Komen North Texas name in conjunction with the signature logo (the "Licensed Mark"). Komen Affiliate grants Grantee a limited, non-exclusive sublicense to use the Licensed Mark solely to

acknowledge Komen Affiliate's Grant hereunder. Komen Affiliate will provide Grantee with camera-ready artwork of said Licensed Mark. Grantee will present to Komen Affiliate for its approval prior to printing, distribution, publication, display or use any and all materials created by Grantee, its agents or spokespersons, which use or refer to the Licensed Mark. It is agreed and understood that Foundation retains all right, title and interest in and to the Licensed Mark, which shall remain the exclusive property of Foundation. Grantee is prohibited from transferring, sublicensing or assigning its rights to use the Licensed Mark.

C. Komen Affiliate may release information regarding this Grant and the Breast Cancer Project to the general public and news media. Grantee grants to Komen Affiliate a non-exclusive license to include Grantee's name in information pertaining to the Grant that is released to the public.

5. Term and Early Termination of Grant:

A. This Grant Contract shall be effective as of the date hereof and shall terminate on March 31, 2011, except that the provisions of Sections 1.C, 2.B, 3.B, 3.C, 3.D, 3.E, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 16 and 18 shall forever survive termination.

B. If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Grant Contract, or anticipatorily breach this Grant Contract, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Grant Contract by written notice thereof to the defaulting party. In the event of an early termination under this Section 5.B due to a breach by Grantee, Grantee shall provide Komen Affiliate with the Final Report and/or surveys required under Sections 3.B and 3.C, respectively, (with information available as of the termination date) and reimburse Komen Affiliate all unspent funds granted hereunder as of the termination date.

C. Notwithstanding the provisions of Section 5.B, Komen Affiliate may terminate this Grant Contract immediately due to the occurrence of any one or more of the following events:

(i) Komen Affiliate does not approve any of the Breast Cancer Project changes, as required by Section 1.D above.

(ii) Komen Affiliate has a reasonable good faith basis to believe that there has been financial or administrative impropriety or fraud committed by Grantee.

(iii) Grantee loses or changes its Internal Revenue Service tax exempt status.

(iv) Grantee is debarred from the receipt of federal or state funding.

(v) The Breast Cancer Project is not conducted in conformance with applicable laws, or any approvals, licenses or certifications required to conduct the Breast Cancer Project are not obtained or are suspended or revoked.

(vi) Grantee commits a willful breach of this Agreement or an act of gross negligence or willful misconduct in connection with the Breast Cancer Project.

In the event of an early termination under this Section 5.C, Komen Affiliate shall have no further obligation to provide funding hereunder, and Grantee immediately shall (i) provide Komen Affiliate with the Final Report and/or surveys required under Sections 3.B and 3.C, respectively, which shall include all information available as of the termination date; (ii) reimburse Komen Affiliate for the full amount of funds granted hereunder that have been expended in connection with and subsequent to any of the above occurrences; and (iii) immediately refund all unspent funds as of the termination date.

D. Notwithstanding the provisions of Section 5.B and 5.C, Komen Affiliate may terminate the Agreement immediately and receive full reimbursement of the funds granted hereunder in the event Komen Affiliate does not receive the Final Report and/or surveys required under Section 3.B and 3.C, respectively, when due and/or such report and/or survey(s) do not contain the required or satisfactory information, as determined by Komen Affiliate in its sole discretion.

E. The provisions of this Section 5 shall not preclude Komen Affiliate from seeking any other remedies that may be available under this Agreement and applicable law.

6. Non-Guarantee of Additional Support: This Grant is accepted by Grantee with the understanding that Komen Affiliate is not obligated to provide any additional financial support, or other support, to Grantee, its agents or spokespersons, in connection with the Grant, the Grant Contract, the Breast Cancer Project or for any other reason.

7. Representations, Warranties, Covenants and Certifications:

A. Grantee Representations, Warranties, Covenants and Certifications:

(i) Grantee represents and warrants that the Breast Cancer Project complies with and will continue to comply with all applicable laws, statutes, rules and regulations, as amended from time to time, including but not limited to the Health Insurance Portablility & Accountability Act of 1996, and all applicable anti-terrorist financing and asset control laws, statutes and executive orders, including but not limited to the USA Patriot Act and Executive Order No. 13224.

(ii) Grantee represents and warrants that it has not accepted any duplicative funding for the Breast Cancer Project. Grantee shall provide Komen Affiliate notice of all sources of additional funding for the Breast Cancer Project. In the event the additional funding may be duplicative of the funding provided by Komen Affiliate, then Grantee shall notify Komen Affiliate and Komen Affiliate at its sole discretion shall determine whether Grantee shall refuse the duplicative funding or accept the new funding and reimburse all duplicative funds granted hereunder to Komen Affiliate.

(iii) Grantee represents that it has the authority to grant the license to the Materials as set forth in Section 1.C. No Materials to be delivered to Komen Affiliate, nor any element thereof, violate or will violate the right of privacy or publicity, or defame or violate any copyright, trademark or service mark or any common law or other right of any third-party.

(iv) Grantee represents and warrants that it is a non profit and tax exempt organization under the Internal Revenue Code and shall continue to qualify as such throughout the term of this Agreement.

(v) Grantee is a Texas corporation validly existing and in good standing under the laws of the State of Texas and in all other jurisdictions in which it conducts its business and has all requisite power and authority to carry on its business as now conducted.

(vi) None of the execution and delivery of this Agreement by Grantee, the consummation of the transactions contemplated hereby or compliance by Grantee with any of the provisions hereof conflict with, or result in any violation of or default under (with or without notice, the lapse of time or both) or give rise to a right of termination or cancellation under

any provision of: (i) the certificate of formation of Grantee; (ii) any contract or permit to which Grantee is a party or (iii) any applicable law or any order of any governmental body.

B. Mutual Representations and Warranties:

(i) Each party represents and warrants that it has all the requisite power and authority to execute, deliver and perform this Agreement and consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all required action on the part of such party. This Agreement has been duly and validly executed and delivered by each party and constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

(ii) Each of the signatories to this Agreement represents and warrants in his or her capacity as an authorized signatory of such party and not individually that he or she has the capacity and has been duly authorized to execute this Agreement on behalf of the entity so indicated and that no additional authorization or approval is required.

8. Non-endorsement: It is expressly agreed and understood by the parties hereto that the Grant shall not constitute an endorsement by Komen Affiliate of any entity, organization, company or individual, nor the products, actions, behavior or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee to the contrary, in any context and in any forum, shall constitute a material breach of this Agreement, and the same shall be grounds for immediate termination of this Agreement by Komen Affiliate. In the event of any such misrepresentation, Komen Affiliate may require Grantee to publicly acknowledge the misrepresentation in a like forum in which the misrepresentation was made. It is agreed that in the event of a breach of this provision, damages may not be an adequate remedy, and Komen Affiliate shall be entitled to whatever other remedies are available under applicable law.

9. Governmental Compliance: Grantee will cooperate with Komen Affiliate in supplying additional information to Komen Affiliate, or in complying with any procedures which might be required by any governmental agency in order for Komen Affiliate to establish that it has observed all requirements of the law with respect to this Grant.

10. Assignment: This Grant Contract is entered into by Komen Affiliate in reliance of the qualifications of Grantee and shall not be assigned by Grantee, voluntarily, involuntarily, directly or indirectly, by change of control, merger, operation of law or otherwise, without Komen Affiliate's prior written consent.

11. Indemnity and Insurance:

A. As between the parties to this Grant Contract, Grantee is solely responsible for any liabilities that may arise in connection with the Breast Cancer Project. To the extent not prohibited under the state and local laws which govern Grantee, such party agrees to indemnify and hold Komen Affiliate harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that Komen Affiliate may incur by reason of Grantee's negligence or misconduct, omission or breach of any of the provisions of this Grant Contract or by reason of any third-party claim or suit arising out of or in connection with Grantee's performance or failure to perform pursuant to this Grant Contract.

B. Grantee agrees to maintain the following insurance during the term of this Grant Contract: (i) commercial general liability insurance with combined limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, including death, and property damage; and (ii) excess/umbrella insurance, excess to the insurance set forth in (i) above, with a limit of not less than $5,000,000. Grantee shall name Komen Affiliate as an additional insured under its commercial general liability insurance policy solely with respect to the Breast Cancer Project and any additional policies and riders entered into by Grantee in connection with the Breast Cancer Project.

12. Dispute Resolution: In the event of any dispute arising out of this Grant Contract, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in Plano, Texas. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that Komen Affiliate believes that immediate injunctive relief is required due to a violation of law or to protect the Licensed Mark, Komen Affiliate may invoke immediate powers of the appropriate court of law without the requirement to first mediate the dispute.

13. Entire Agreement: This Grant Contract supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties between the parties with respect to the subject matter hereof other than those set forth herein.

14. Governing Law and Venue: This Grant Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 12 shall be filed and heard in the state or federal courts of Texas, and the parties consent to the exclusive jurisdiction of such courts.

15. Notice: Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the preamble or such other address of which either party may from time to time notify the other.

All notices to Grantee shall be sent to:

Collin County Health Care Services
825 N. McDonald, McKinney, TX 75069, Fax: 972-548-5550

All notices to Komen Affiliate shall be sent to:

Susan G. Komen North Texas,
P.O. Box 261730, Plano, TX 75026, Fax: 972-378-4809

16. No Partnership: The nature of this Grant Contract is a funding agreement, and no employment, partnership, joint venture or agency relationship is created.

17. Severability: If any provision of this Grant Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any applicable institution, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. No Waiver: Failure of Komen Affiliate to enforce its rights under this Grant Contract shall not constitute a waiver of such rights.

19. Counterparts: This Grant Contract may be executed simultaneously in one or more counterparts. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Grant Contract made by reliable means (e.g., photocopy, facsimile) shall be considered an original.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

AGREED TO AND ACCEPTED BY:

North Texas Affiliate of Susan G. Komen for the Cure© d/b/a Susan G. Komen for the Cure North Texas

By: _____

Name: Rozalind R. Dickerson

Title: President

Collin County Health Care Services

By: _____

Name:

Title:

Date: 3/23/10

Attachments to Grant Contract:

EXHIBIT A: Grant Application

EXHIBIT B: Form of Progress Report

EXHIBIT C: Form of Final Report