



COMMUNITY GRANT PROGRAM GRANT AGREEMENT

West Region

This Agreement is made and entered into as of October 16, 2018 (the "Effective Date") by and between the **American Cancer Society, Inc.**, a New York not-for-profit corporation with a place of business at Great West Division, 2120 1st Ave N., Seattle WA 98109 ("**ACS**"), and **County of Monterey, on behalf of its Health Department**, a nonprofit organization/corporation whose address is 1270 Natividad Road, Salinas, CA 93906 ("**Grantee**").

WHEREAS, ACS is a health organization, qualified under section 501(c)(3) of the United States Internal Revenue Code, organized for the purposes of: (1) eliminating cancer as a major health problem, (2) preventing cancer, (3) saving lives and diminishing suffering from cancer, (4) research, (5) education, (6) advocacy, and (7) service;

WHEREAS, ACS has secured external funding to implement a Community Grant Program with the purpose of increasing colorectal cancer screening rates in high-need communities in Monterey County;

WHEREAS, Grantee advances the goals of increasing colorectal cancer screening rates through client directed interventions and provider directed interventions in the Monterey County area; and

WHEREAS, ACS and Grantee desire to collaborate to achieve the goals of the Community Grant Program as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, ACS and Grantee hereby agree to the terms this Agreement as follows:

1. Obligations of Grantee

- (a) **Scope of Work.** Grantee will conduct the evidence-based interventions and quality improvement initiatives and perform the other activities described on Exhibit B to support the goals of the Community Grant Program funded under this Agreement (the "**Community Grant Program**"). Grantee must expend funds solely in accordance with Exhibit B and no funds will be disbursed to any organization or entity unless specifically outlined in Exhibit B. No material changes to the activities described on Exhibit B may be made without prior written consent of ACS.
- (b) **Project Promotion.** Promotional materials that may be used for the funded project will be provided by ACS. Development of other educational or promotional materials may not be funded through this grant. Should Grantee develop project materials through another funding stream, these materials will require approval by ACS prior to dissemination in accordance with Section 3(b). Grantee must allow a minimum of fifteen (15) business days for ACS to review and approve any program materials designs.
- (c) **Reporting.** Grantee will provide standard reporting to ACS for the duration of the project on the schedule set forth on Exhibit A. All reporting must use the templates provided by ACS to report any such information as may be reasonably requested by ACS so that ACS may evaluate Grantee's progress toward the targets and other grant objectives identified on Exhibit B. The final reports will contain cumulative data for the entire project.

- (h) **Records and Audit.** Grantee shall show the grant funds separately on its books of account. A systematic accounting record shall be kept by Grantee of the receipt and disbursement of funds and expenditures incurred under this Agreement. Grantee agrees to allow ACS to inspect the accounting, disbursement, and financial practices of Grantee relevant to this Agreement at reasonable times upon prior notice. These records will include documents such as bills, invoices, cancelled checks, and receipts. Grantee shall maintain financial records related to this Agreement for a period of not less than seven (7) years after expiration of the Agreement.

2. Obligations of ACS

- (a) **Funding.** ACS will provide \$2,000 to Grantee to perform the activities set forth on Exhibit B. These funds will be paid in one lump sum installment following the execution of this grant agreement. It is expressly understood that ACS has no obligation to provide additional support to Grantee for this or any other project or purposes. Grantee acknowledges that failure of Grantee to submit an executed Agreement to ACS in a timely manner may result in rescinding the funding opportunity.
- (b) **Public Awareness.** ACS will support public awareness of the screenings. ACS will provide Grantee with access to ACS patient education materials and collateral templates to increase community awareness of the resources available through the grant-funded project.
- (c) **Quality Improvement.** The ACS staff partner will work with Grantee to support the quality improvement activities identified in Exhibit B over the course of the grant. ACS staff will inform Grantees regarding provider resources and educational opportunities that may be available.

3. Intellectual Property.

- (a) **License.** Subject to the terms of this Agreement including the approval requirements of Section 3(b), ACS grants Grantee a limited, revocable, non-exclusive, nontransferable, nonassignable right and license to use the following trademark(s) of ACS (collectively, the "**ACS Marks**") and certain copyrighted collateral template materials that ACS may provide to Grantee in connection with the Community Grant Program (the "**ACS Materials**") solely for purposes of fulfilling its obligations under this Agreement during the term of this Agreement:



All rights and licenses of any kind in the ACS Marks and ACS Materials not expressly granted herein are exclusively reserved to ACS. Grantee agrees to use the ACS Marks only in accordance with ACS logo standards and such other reasonable instructions as may be provided from time to time to Grantee in writing. The ACS Marks and ACS Materials may not be altered or modified in any way whatsoever when used by Grantee other than as agreed in writing by ACS. Grantee will include the registration notice "®" where appropriate with all ACS Marks that are registered trademarks.

- (b) **Approval Requirements.** In order to protect the ACS Marks and the reputation and established goodwill of ACS, Grantee must obtain prior written approval of each and every use of the ACS Marks and the ACS Materials. Prior approval is also required for any promotional, educational or other public facing documents Grantee creates in connection with this Agreement. Grantee will give ACS at least ten (10) business days to review and approve all such Grantee materials, ACS Materials and/or uses of the ACS Marks. Approval will not be unreasonably withheld by ACS and may be provided via fax or email. All requests for approval should be directed to the ACS contact below. The ACS contact will be responsible for routing the request in accordance with ACS internal policies.

ACS BRANDING CONTACT	
Name	Anna Rosenbaum, MSW, MPH
Title	Senior Manager, Primary Care Systems
Email	Anna.Rosenbaum@cancer.org

- (c) **Ownership.** Grantee acknowledges and agrees that, as between the parties, ACS is and shall remain the owner of the ACS Marks, the ACS Materials and all other intellectual property associated with the Grant Program, including but not limited to, patient education materials, flyers, posters, promotional and marketing materials, press releases, public service announcements, content in ACS databases and website, whether developed by Grantee alone or in conjunction with ACS. Grantee shall acquire no interest in the ACS Marks or the ACS Materials by virtue of its use of the ACS Marks or ACS Materials. In addition, Grantee acknowledges and agrees that ACS is entitled to utilize, reproduce and publicly disseminate any information and data reported by Grantee to ACS under this Agreement for any purposes in furtherance of ACS's mission.
- (d) **Funder Recognition.** Grantee acknowledges that this Agreement is funded, in whole or in part by the funder(s) or funding source identified on Exhibit A (the "Funder(s)") and agrees that it will acknowledge the support and funding ACS and the Funder(s) in all program materials with preapproved funding acknowledgement language as instructed by ACS. Grantee may not utilize any names, trademarks or logos of Funder(s) without permission. All communications between Funder and Grantee shall be made through ACS. No direct communication is permitted between Funder and Grantee without ACS's prior written approval. Any requests for site visits to Grantee locations by Funder must be coordinated through ACS.
- (e) **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, Grantee shall immediately cease use of the ACS Marks, the ACS Materials and all names, trademarks or logos of Funder. Any of the aforementioned intellectual property that is in the possession of Grantee shall be returned to ACS or destroyed upon ACS' request.
4. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue through December 1, 2019. Either party may terminate this Agreement with cause to include unsatisfactory progress towards deliverables or without cause by giving thirty (30) days prior written notice to the other party. Upon termination, ACS's obligation to make further payments under the Agreement will cease. In addition, Grantee's license to the ACS Marks and right to use any ACS Materials will cease upon termination. Within sixty (60) days following expiration or termination of this Agreement for any reason, all funds that have not been expended or committed in strict accordance with the terms of this Agreement will be returned to ACS.
5. **Confidentiality.** During the term of this Agreement, ACS and Grantee recognize that certain confidential information may be disclosed to either party, both in written form and oral discussions. ACS and Grantee agree that confidential information will not be disclosed to any party except to its authorized representatives and will not, in whole or in part, be used by either party or its representatives directly or indirectly for any purpose other than in performing the engagement of activities referred to herein. This obligation of confidentiality shall not, however, apply to information that is required to be disclosed pursuant to any court or regulatory order served upon either party, provided that either party gives the other prompt notice of such order. Neither the terms of this Agreement nor the reporting delivered by Grantee hereunder shall be deemed confidential information. This confidentiality provision shall survive the expiration or earlier termination of this Agreement.
6. **Protected Health Information.** ACS and Grantee acknowledge and agree that no "protected health information" (as defined under HIPAA) will be disclosed to or collected by ACS in connection with this Agreement. Grantee specifically understands and agrees that no protection health information is permitted to be included in any reports or invoicing submitted to ACS. This provision shall survive the expiration or earlier termination of this Agreement.

- 7. Promotion and Marketing.** Except as expressly permitted herein, Grantee shall not publish, distribute, or use ACS's name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of publicity or promotion, making a news release, creating website content or for products or service endorsement without prior written approval of ACS.
- 8. Portable Technology.** To the extent such purchase is indicated in the approved budget on Exhibit B, Grantee may utilize funds provided under this Agreement to purchase portable technology equipment (i.e., tablets or iPads) (the "**Equipment**"). The Equipment must be used solely to support the direct delivery of effective and interactive mobile cancer education during the term of this Agreement. The Equipment will become property of Grantee and will remain the property of Grantee following conclusion of the project and expiration/termination of the Agreement. Grantee shall be solely responsible for the maintenance and repair of Equipment. Grantee shall also be responsible for providing all necessary internet connection, software and hardware maintenance, security, and supplies; however, grant funds may not be used to cover these expenses. Grantee further agrees to implement appropriate security safeguards and procedures to prevent unauthorized use or disclosure of any patient or program collected or maintained on the Equipment.
- 9. No Agency or Joint Venture.** Nothing in this Agreement shall be construed to create any agency, partnership or joint venture relationship between ACS and Grantee. Neither ACS nor Grantee shall have the authority to act or bind the other.
- 10. Assignment/Sub-Contracting.** The Agreement is being entered into in reliance upon and in consideration of the qualifications of Grantee. Grantee may not assign, delegate or sub-contract this Agreement or its obligations hereunder without the written consent of ACS, which may be withheld by ACS at its sole discretion. Any permitted sub-contracting or sub-granting will not relieve Grantee of its responsibilities under the Agreement. Grantee shall be fully responsible for the acts of its subcontractors and/or subgrantees and for ensuring that they abide by the requirements of this Agreement.
- 11. Limitation of Liability**

 - (a) To the extent permitted by applicable law, Grantee agrees to indemnify, defend, and hold ACS, its directors, officers, employees, volunteers, affiliates and agents harmless from any and all claims, actions, causes of action, damages, costs, and expenses arising out of or resulting in any manner in whole or in part from Grantee's performance of services under this Agreement.
 - (b) ACS, its employees, volunteers, officers, directors, agents, and affiliates shall not be held liable for any injury to the person or property of Grantee, its employees, volunteers, officers, directors, agents, or affiliates or to the person or property of any screening participant, individual, entity or organization resulting in any manner in whole or in part from Grantee's performance of services or other actions relating to this Agreement.
- 12. Warranty of Signing Representatives.** The representative(s) signing this Agreement on behalf of ACS and Grantee each represents and warrants that he or she has been duly authorized to execute and deliver this Agreement and that upon execution and delivery hereto, this Agreement will be binding and enforceable in accordance with its terms against such party for whom such representative has signed.

13. Severability. The covenants set forth in the Agreement will be considered and construed as separate and independent covenants. If any part or provision of this Agreement is held invalid, void or unenforceable in any court of competent jurisdiction, the remainder of this Agreement will not be affected and each remaining provision or portion thereof will continue to be valid and effective and will be enforceable to the fullest extent permitted by law.

MONTEREY COUNTY HEALTH DEPARTMENT

AMERICAN CANCER SOCIETY, INC.

By: _____

By: 

Name: _____

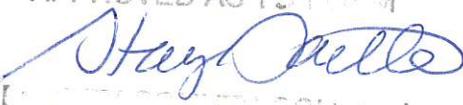
Name: Anna Rosenbaum, MSW, MPH

Title: _____

Title: Health Systems Manager, Primary Care Systems

Date: _____

Date: 9/21/18

APPROVED AS TO FORM

COUNTY OF MONTEREY

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 9-25-18

EXHIBIT A

GRANT PROGRAM DETAILS

1. **Funder:** American Cancer Society, Inc.

2. **Metrics**

Grantee will use best efforts to reach all goals and metrics outlined in Exhibit B.

3. **Monitoring/Reporting**

ACS staff lead will conduct regular informal check-ins via email, phone, or in-person meetings on a quarterly basis to support grant progress, success, and provide technical assistance, as needed and applicable.

Grantee will provide standard qualitative and quantitative data reports to ACS on a biannual basis for the duration of the project on the schedule set forth below:

Project Timeline: 10/1/2018 to 12/1/2019	
Report Due Date	Data Collection Period
1 st Report: 5/1/2019	10/16/2018 to 4/1/2019
Final Report: December 1, 2019 <i>will contain cumulative data for the entire project</i>	10/1/2018 to 10/31/2019
Please note: report due dates do not vary even if the project start is delayed.	

No reporting may contain any protected health information.

EXHIBIT B

PROJECT SUMMARY

American Cancer Society (ACS), County of Monterey, on behalf of its Health Department (MCHD) and Community Hospital of Monterey Peninsula (CHOMP) will work together on a pilot project to increase access to colorectal cancer (CRC) screening for Monterey County's uninsured population by providing FIT tests to uninsured patients at MCHD's Seaside and Marina clinics.

ACS will grant MCHD \$2,000.00 in funds that were donated to ACS by CHOMP; the \$2,000 will be used by MCHD for activities related to the implementation of a pilot project. ACS will also provide technical assistance and support to MCHD and CHOMP concerning all aspects of the pilot project, as needed. MCHD will distribute FIT tests to uninsured patients as well as work with ACS and CHOMP for referrals and navigation of MCHD patients with a positive FIT. CHOMP will provide MCHD with the FIT tests for uninsured patients, process the FIT tests at the CHOMP lab, cover the lab fees for processing the tests, and also assist with referrals for MCHD patients with a positive FIT.

Confirmed components of the MCHD pilot project include all those specified in the Partnership Plan outlined below.

The \$2,000 in grant funds will help cover the cost of time for the MCHD Clinical Champion to administer the pilot project.

EXHIBIT B (cont)

Partnership Plan

Effective Dates:

10/16/18 – 12/1/19

This Partnership Plan is an agreement between the **American Cancer Society (ACS)**, **Monterey County Health Department (MCHD)**, and **Community Hospital of the Monterey Peninsula (CHOMP)**. Our organizations commit to encouraging and supporting health systems changes that reduce the risk of cancer.

ACS, MCHD, and CHOMP will work together on a *pilot project* to increase access to colorectal cancer (**CRC**) screening for Monterey County's uninsured population by providing FIT tests to uninsured patients at MCHD's Seaside and Marina clinics. **ACS** will grant MCHD \$2,000.00 in funds that were donated to ACS by CHOMP; the \$2,000 will be used by MCHD for activities related to the implementation of the *pilot project* outlined in this Partnership Plan. **ACS** will also provide technical assistance and support to MCHD and CHOMP concerning all aspects of the *pilot project*, as needed. **MCHD** will distribute FIT tests to uninsured patients as well as referrals and navigation of MCHD patients with a positive FIT. **CHOMP** will provide **MCHD** with the FIT tests for uninsured patients, process the FIT tests at the CHOMP lab, cover the lab fees for processing the tests, and also assist with referrals for MCHD patients with a positive FIT.

At the end of the program year, a review of all collaborative efforts will be conducted by **ACS, MCHD, and CHOMP** to evaluate progress on target outcomes, and to determine whether the collaboration met the needs of both partners. Areas for future collaboration can then be assessed and planned.

This Partnership Plan may be modified at any time with the agreement of all parties: **ACS, MCHD, and CHOMP**.

This Partnership Plan has been reviewed and agreed upon by _____ (MCHD), _____ (CHOMP), and _____ (ACS) on _____ (date).

Partnership Plan

Effective Dates:
10/16/18 – 12/1/19

I. Priority Cancer Control Focus Area(s)

Primary Focus Areas: Colorectal

II. Evidence-Based Intervention Strategies (EBIs)

Note: Interventions are most effective when combining two or more approaches to increase community demand and access (such as client reminders or reducing structural barriers) with intervention approaches to increase provider delivery of services (such as provider assessment and feedback).

For more information, please see the Community Guide: Cancer Screening by the Community Preventive Services Task Force (CPSTF) and/or ACS EBI supplement for intervention systematic review - median impact to screening rates.

A. Interventions to Increase Community Demand (Client-Oriented)					
Intervention	Cancer Type(s)	ACS Action Items	MCHD Action Items	CHOMP Action Items	Measurement/Outcomes (+ Timeframe)
1. Small Media (ex: videos; printed materials; brochures, newsletters)	<input checked="" type="checkbox"/> Colorectal <input type="checkbox"/> HPV <input type="checkbox"/> Vaccination <input type="checkbox"/> Breast <input checked="" type="checkbox"/> Cervical	<ul style="list-style-type: none"> Will provide partner with a list of ACS materials available to complement existing cancer intervention Upon request, will provide ACS brochures, posters and other materials to complement cancer intervention strategies 	<ul style="list-style-type: none"> Will notify American Cancer Society if/when additional materials are needed. 	N/A	# materials provided by ACS

Partnership Plan

Effective Dates:
10/16/18 – 12/1/19

B. Interventions to Increase Community Access (Client-Oriented)					
Intervention	Cancer Type(s)	ACS Action Items	MCHD Action Items	CHOMP Action Items	Measurement/Outcomes (+ Timeframe)
2. Reducing Client Out-of-Pocket Costs (ex: vouchers; reducing co-pays)	<input checked="" type="checkbox"/> Colorectal <input type="checkbox"/> HPV Vaccination <input type="checkbox"/> Breast <input type="checkbox"/> Cervical	<ul style="list-style-type: none"> Assist as needed in the coordination between partners Assist as needed with coordination and referrals to partners/systems offering free or subsidized colonoscopies 	<ul style="list-style-type: none"> As part of the <i>pilot project</i>, provide uninsured patients a free FIT test from CHOMP and send those patients to CHOMP lab for their FIT kit to be processed If a patient from this <i>project pilot</i> has a positive FIT test result, coordinate with community partners and health care systems (TBD) to ensure patient receives follow up colonoscopy 	<ul style="list-style-type: none"> Provide MCHD with FIT tests Track and pay for the FIT kit lab processing fee of uninsured patients referred by MCHD Assist as needed with coordination and referrals to partners/systems offering free or subsidized colonoscopies 	<ul style="list-style-type: none"> Track # of FITs provided # of uninsured patients with a FIT test processed at CHOMP lab # of positive results # of colonoscopies given if a positive result
C. Interventions to Increase Provider Delivery (Provider-Oriented)					
Intervention	Cancer Type(s)	ACS Action Items	MCHD Action Items	CHOMP Action Items	Measurement/Outcomes (+ Timeframe)
3. Professional Ed / CME (ex: provider training; staff training; online or in-person training)	<input checked="" type="checkbox"/> Colorectal <input type="checkbox"/> HPV Vaccination <input type="checkbox"/> Breast <input type="checkbox"/> Cervical	<ul style="list-style-type: none"> Partner with health center staff to plan an in-service (est. Nov) for providers/staff Coordinate speaker for in-service, together with CHOMP 	<ul style="list-style-type: none"> Select in-service date (est. Nov) and inform ACS staff partner Conduct logistics of scheduling and hosting in-services 	<ul style="list-style-type: none"> Assist ACS with finding a speaker and presenting as needed 	<ul style="list-style-type: none"> Track # of staff/providers participating in in-service(s) (Target = 20)
4. Clinical Champions	<input checked="" type="checkbox"/> Colorectal <input type="checkbox"/> HPV Vaccination	<ul style="list-style-type: none"> Be available to meet with clinical champion in person 	<ul style="list-style-type: none"> Identify Clinical Champion willing to dedicate time and effort to work with ACS and 	N/A	<ul style="list-style-type: none"> Clinical Champion to be identified by health center leadership