

# MOBILIZE AZ GRANT AGREEMENT

Blue Cross® Blue Shield® of Arizona (BCBSAZ) is awarding the grant described below, subject to the Grantee’s compliance with the terms and conditions in this agreement.

## I. GRANT INFORMATION

**Grantor:** Blue Cross Blue Shield of Arizona, a not-for-profit company and an independent licensee of the Blue Cross Blue Shield Association.

<b>Grantee:</b> [full legal name]		
<b>Grantee Primary Contact:</b>		
<b>Amount of Grant Award:</b>	<b>Grant Period:</b>	<b>Grant Type:</b> <input type="checkbox"/> Diabetes <input type="checkbox"/> Mental Health <input type="checkbox"/> Social Determinants of Health <input type="checkbox"/> Substance Use Disorder <input type="checkbox"/> N/A
<b>Grant Project Name:</b>		
<b>Grant Overview:</b>		
Detailed information about the grant project is set forth in the grant application and budget outline, which is attached as Exhibit 1 and incorporated into this agreement.		

<b>BCBSAZ Grant Contact:</b>
<b>BCBSAZ Address for Submission of Invoices and Reports:</b>

## II. PAYMENT TERMS

Before issuing payment to a Grantee, BCBSAZ must: (i) have a signed grant package, including the grant agreement, invoice in the form of Exhibit 2, completed W-9, and Supplier Onboarding Form; and (ii) complete a kick-off call with Grantee.

BCBSAZ shall send Grantee:

- payment for total awarded grant funds
- first payment

no later than 45 days after completion of both requirements.

### **III. GRANTEE OBLIGATIONS AND ACKNOWLEDGMENTS**

- Grantee shall adhere to the purpose and activities described in the grant application. Grantee shall not materially deviate from the approved grant proposal without prior written approval from BCBSAZ.
- Grantee shall adhere to the budget described in the grant application. Grantee shall not materially deviate from the approved grant budget without prior written approval from BCBSAZ. BCBSAZ may recoup prior payments for expenditures that materially deviate from proposed budget without BCBSAZ approval.
- If Grantee receives periodic payments rather than total funds at the start of the grant, Grantee shall submit invoices for the periodic payments if BCBSAZ asks the Grantee to do so.
- Grantee shall submit quarterly budget and narrative reports to BCBSAZ-designated grant contact. Reports not submitted by the fourteenth day following the end of a grant quarter are considered delinquent, and may result in suspension of activities and/or payment. BCBSAZ may also recoup prior payments for incomplete reports that lack material information about the Grantee's progress.
- Grantee shall participate in monthly progress review calls with BCBSAZ. Grantee may also request that additional calls be scheduled.
- Grantee shall not use the Blue Cross or Blue Shield tradenames or trademarks (Blue Brands) without the express written permission of BCBSAZ. Grantee may reference the Blue Brands in the ordinary course of its business to reflect the receipt of grant funds and its obligations under this agreement. Grantee may also publicly disclose that BCBSAZ has funded, or contributed to funding, of its grant project. Grantee shall obtain BCBSAZ's prior approval of the form and content of the disclosure.
- Grantee understands that the grant is for a 12-month period only and is not subject to automatic renewal. If BCBSAZ opens the request for proposal process in subsequent years, Grantee must reapply to be considered for another grant. There is no guarantee of renewal for additional years.
- Grantee shall not assign any rights or duties under this agreement to any other individual or organization, except as otherwise already identified in Exhibit 1. To the extent that the Grantee has identified third parties who will participate in grant-funded activities, Grantee is responsible to BCBSAZ for named party's compliance with the terms of this agreement.
- Other requirements: Not applicable.

### **IV. BCBSAZ RIGHTS AND OBLIGATIONS**

- BCBSAZ shall make grant payments as described in Section II, subject to BCBSAZ's right to recover payments for untimely and/or incomplete reports or Grantee's breach of its obligations under this agreement.
- BCBSAZ's grant contact shall be reasonably available to Grantee to address questions and concerns about the grant award, and Grantee's obligations.

- BCBSAZ will keep the Grantee's confidential information private and will share it only with BCBSAZ employees, personnel, authorized agents, to the extent necessary for such persons to perform functions related to the grant. "Confidential information" means information about the Grantee's financial condition and identifying information about any individuals who may be the subject of Grantee's grant activities. Confidential information does not include information already in the public domain or outcomes of projects funded through the grant.
- BCBSAZ may publicize information about the project funded through this grant award and the outcomes/results of the project.
- BCBSAZ may recoup grant awards if the Grantee materially deviates from the project and/or budget described in Exhibit 1 without prior BCBSAZ approval.
- Other requirements: Not applicable.


## V. TERM; TERMINATION; EFFECT

- This agreement is for a 12-month period beginning on the first day of the grant period and ending on the last day of the grant period. The parties may mutually agree to extend this agreement if Grantee applies for and is awarded a grant for an additional grant period.
- BCBSAZ may terminate this agreement and any further grant distributions for cause. In this agreement cause means any one or a combination of the following: (a) Grantee breaches its obligations under this agreement and does not cure the breach within thirty (30) days' notice of breach from BCBSAZ; (b) Grantee becomes financially insolvent, fails to pay debts when due, or has a bankruptcy; (c) Grantee or its officers or directors perform actions that are likely to materially injure the interests or reputation of BCBSAZ; (d) a government agency with regulatory authority over BCBSAZ determines that it is unlawful for BCBSAZ to continue the grant funding program.
- Either party may terminate this agreement without cause with 90 days' prior written notice to the other party.
- If Grantee terminates this agreement, Grantee shall pay BCBSAZ the remainder of unspent funds regardless of goals achieved within grant period within 30 days of termination.
- If a termination occurs, it will not affect any rights or obligations incurred before the date of termination. Any term of this agreement that reasonably should survive termination of this agreement shall survive termination.
- Other requirements: Not applicable.

## VI. GENERAL

- *Choice of Law; Jurisdiction; Venue.* This agreement is governed by the laws of the State of Arizona. Exclusive jurisdiction and venue for any dispute arising under this agreement is in Maricopa County Superior Court. Prior to initiating any lawsuit to enforce this agreement senior leadership of the Grantee and BCBSAZ shall meet and attempt to informally resolve the dispute.
- *Independent Contractors.* BCBSAZ and Grantee are independent entities. Nothing in this agreement gives either party the right to act on behalf of the other party.

- *Compliance With Law.* Both parties shall comply with applicable federal, state, and local laws when performing under this agreement.
- *Blue Cross Blue Shield Association.* Grantee understands that this agreement is with Blue Cross Blue Shield of Arizona, an independent corporation operating under a license from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield plans (the Association), which permits BCBSAZ to use the Blue Brands in Arizona. BCBSAZ is not contracting with Grantee as an agent of the Association. Grantee will not seek to hold any other person or organization accountable for BCBSAZ's obligations under this agreement.
- *Indemnification.* Grantee shall defend, indemnify, and hold harmless BCBSAZ, its directors, officers, employees, and contractors for any third-party claims arising out of or resulting from the grant activities.
- *Insurance.* During the term of this agreement, Grantee, at its sole expense, shall carry and maintain insurance policies in a form and amount that are sufficient to cover its liabilities and responsibilities under this agreement.
- *Limitation on Damages.* If BCBSAZ breaches any of its responsibilities under this agreement any damages (including awarded costs and attorneys' fees) awarded by a court shall not exceed the amount of the grant award. Neither party shall be responsible for lost profits or indirect, consequential, special, or punitive damages.
- *Notices.* Any notices required by this agreement shall be in writing and delivered by email or US mail to the parties at the addresses shown below. Notice is deemed received three days after mailing to a party's address of record.

<b>GRANTEE LEGAL NAME</b> GLENDALE FIRE DEPARTMENT	<b>BLUE CROSS BLUE SHIELD OF ARIZONA, INC.</b>
By: 	By:
Print Name: Gary Benson	Print Name: Dr. Christine Wiggs
Title: Assistant Fire Chief	Title: Staff VP, Community and Health Advancement
Date: 6/7/2021	Date:
Street Address: 11550 W. Glendale Ave.	Street Address: 8220 N. 23rd Ave.
City, State, ZIP: Glendale, AZ 85007	City, State, ZIP: Phoenix, AZ 85021

Grantee signature: 

BCBSAZ signature: \_\_\_\_\_