



Asian American Health Initiative

COVID-19 Relief Grant Fund

Terms and Conditions:

1. Use of Grant Funds -- This grant will be used solely for the purposes for which it was approved, as outlined in the Grantee's proposal. Program services provided with grant funds shall serve residents of Montgomery County, Maryland only. Grantee shall maintain adequate records evidencing this fact. Such records (including financial records) are available for Primary Care Coalition's examination upon request.
 - I. Any change in purpose and/or to the scope of work must be requested and approved by Primary Care Coalition (PCC) in advance, in writing. Any portion of this grant not used for the stated purpose must be repaid to PCC by the Grantee.
 - II. In no event will any part of this grant be used (a) to carry on propaganda or otherwise attempt to influence legislation, or (b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive, unless the requirements of Section 4945(f) of the Internal Revenue Code are met.
 - III. Grantee must not use any of the grant funds to promote or engage in violence, terrorism, or the destruction of property or to provide support or make payments to any person or entity that promotes or engages in such activities.
 - IV. If the Grantee is a religious or faith-based organization, in no event will any part of this grant be used to proselytize or advance Grantee's religious doctrine.
2. Changes to the Project Plan – The Grantee agrees to notify PCC immediately, in writing, of any change in its tax-exempt status (if currently a tax-exempt organization), its executive staff or key staff, or any other change in its program that would affect its ability to support the activities of the Asian American Health Initiative COVID Relief Program.
3. Grant Period – The grant period for the project being supported by this grant will begin on the date this letter is fully executed and will conclude June 15, 2022. Grant funds must be expended prior to the end of the grant period unless otherwise authorized in writing by PCC. The Grantee shall return all grant funds that are not used for the grant program purpose within thirty (30) days of the end of the grant period, unless otherwise authorized in writing by PCC.
4. Grantee Meeting, Monitoring, and Reporting – As part of its commitment to the success of the project, PCC will be monitoring the activities and outcomes of the Grantee's project. Such monitoring may include meetings with Grantee personnel and visits to sites where grantee activities are being implemented to observe these activities and meet with project participants. The Grantee shall be required to meet and submit:



- Monthly Meetings: Grantee's principal or project manager must participate in monthly meetings to report on progress and project metrics. A schedule of meetings will be provided upon program start.
- An interim report, due no later than February 3, 2022
- A Final Report, due no later than July 15, 2022, 30 days after the end of the grant period.

PCC will be in contact with you concerning the specifics of the report at least a month before its due date.

5. Financial Records: The Grantee shall retain all bills, invoices, canceled checks, receipts and such other documents related to the Grant for a minimum of four (4) years after the end of the Grant Period. Copies of such documents shall be furnished to PCC upon request. Upon reasonable notice, representatives of PCC may inspect, audit, or copy the Grantee's records pertaining to this Grant.
6. Grant Disbursement – The following is the schedule of grant payments to the Grantee by PCC and is contingent as stated below.
 - I. As soon as possible after receipt by PCC of a copy of this Grant Agreement, signed by an authorized officer of the Grantee corporation, along with completed W-9, ACH form and voided check.
 - II. Provided the Interim Report contingency is met by the dates specified above and PCC determines grant activities and outcomes are meeting the purpose and timeframes for which the grant was approved, a second disbursement will be sent as soon as possible after receipt of the Interim written report.
7. Right to Terminate, Modify or Revoke -- PCC reserves the right to terminate this agreement, modify or withhold disbursements, or require total or partial refund for any portion of the Grant if, in PCC's sole discretion:
 - I. The Grantee has made any representations that are false or materially misleading, has in any way misappropriated grant funds, or has done anything inconsistent with or not complied with the terms and conditions of this grant agreement;
 - II. The Grantee has not met or will not meet the outcomes described in the Grantee proposal, and the Grantee and PCC could not agree on alternate outcomes;
 - III. To protect the charitable mission purpose of PCC; or
 - IV. To comply with the requirements of any law or regulation applicable to the Grantee, PCC, or the grant itself.
8. Public Announcements and Written Documents – PCC requests that, if appropriate, the Grantee make reference to PCC's support of the project in all relevant documents and materials generated by the project and in the course of public events held as part of the project. PCC may also refer to its grant to the Grantee in press releases or other public relations activities. All



press releases and other publications noting PCC must receive prior approval. Any modifications of the terms of this grant, as stated in this letter, also, must receive PCC's prior approval. Requests for modifications must be submitted in writing.

9. Limit of Commitment – This grant is made with the understanding that PCC has no obligation to provide other or additional support to the Grantee.
10. Indemnification – Grantee agrees PCC shall not be responsible or liable for any injury to, or for the death of, any person, nor for any loss of, or damage to, property of any kind, nor for any loss of revenue or other actual or consequential damages occasioned by, or arising out of, any work carried out in pursuance of the program or services funded by this grant agreement.
11. Insurance: Grantee shall obtain and maintain during the term of this agreement, at its own cost and expense, the following insurance coverage types with the following minimum limits:
 - I. General Liability insurance with a limit of not less than \$500,000 per occurrence and \$1,000,000 in the annual aggregate.
 - II. Workers compensation insurance (for grantees with employees) in the amounts required in accordance with applicable Maryland laws.
12. Authorization -- PCC and the Grantee each have the full legal right and power and all authority and approvals required to enter into, execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein have been duly authorized. This Agreement is and will be the valid and legally binding obligation of PCC and the Grantee enforceable in accordance with its terms.
13. Non-Discrimination – The Grantee certifies it does not discriminate on any unlawful basis with regards to hiring or employment practices or in the administration or provision of programs and services. The Grantee warrants it complies with Title VII of the Civil Rights Act of 1964 and warrants that no person will be excluded from participation or be denied benefits of any program activity or service because of race, sex, sexual preference, color, religion, ancestry, age, national origin or handicap. The applicant further agrees to make every attempt to ensure the program is accessible to persons with disabilities.
14. Counterparts -- This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. PDF delivery of the same shall be deemed an original hereof.
15. No Assignment or Delegation --The Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Agreement without prior written approval PCC.



primary care coalition

16. Miscellaneous -- This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements between the parties hereto. This Agreement shall be construed pursuant to the laws of the State of Maryland.