

AMERICAN ACADEMY OF PEDIATRICS ("AAP")

MODEL GRANT AWARD AGREEMENT

This Grant Award Agreement (this "Agreement") is being entered into on this **1st day of April 2023** by and between the American Academy of Pediatrics ("AAP") and the **County of Humboldt** ("Grantee").

INTRODUCTION

Grantee has submitted an application to the AAP ("Grant Application") requesting a grant in the amount and for the purposes set forth in the **Gun Safety, Injury, and Violence Prevention Community Grant Application** of Grantee dated **March 10, 2023** (the "Grant"), and the AAP has decided to award the Grant to Grantee pursuant to the terms and conditions of this Agreement.

TERMS AND CONDITIONS OF THE GRANT

1. **USE OF GRANT FUNDS:** The Grant funds shall be used solely for the purposes outlined in the budget section of the grant application (the "Permitted Purposes"). No changes may be made to the Grant budget or Permitted Purposes without prior written approval from the AAP. Funds may not be used (a) to carry on propaganda or to otherwise attempt to influence legislation, or (b) to influence the outcome of any specific public election, or (c) for voter registration drives, or (d) for any purpose not considered charitable or educational within the meaning of Section 501(c)(3) of the Internal Revenue Code. Any portion of the Grant not expended for the Permitted Purposes at the completion of the project, or if sooner, at the end of the Grant Period (as defined later in this Agreement), including any extensions approved below, shall be immediately refunded to the AAP.
2. **BUDGET:** If applicable, a revised budget that meets the AAP's revision requirements must be submitted prior to the release of the first installment. Any modifications to the budget must incorporate the AAP's stipulations.
3. **RELEASE OF FUNDS:** Funding will be released by the AAP in **2** installments, as follows:
 - (a) **\$15,000** will be released based on the installment schedule outlined in 3c and upon receipt of all documents requested by the AAP, including but not necessarily limited to the following: 1) the executed Grant Award Agreement; 2) the executed Payment Procedures For Award Recipients form; 3) the Fiscal Agent Letter and a copy of the Fiscal Agent's federal tax exemption letter, as set forth in the Payment Procedures for Award Recipients form, if the Grant award is being administered by a Fiscal Agent; and 4) a revised budget (if applicable). In the event that Grantee is not prepared to begin the project which is the subject of the Grant at the time that the AAP has approved the release of the funds, Grantee may delay the commencement of the Grant project for up to **60 days**.
 - (b) If the Grant award will be administered by a Fiscal Agent, the provisions of this paragraph 3(b) apply to the Grant. The Grant Award will be payable to a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code which is not a private foundation or payable to a government entity. As a condition of the Grant, the Fiscal Agent must provide the AAP with a letter (on the organization's letterhead) stating that it will manage the Grant funds, with the

understanding that Grant funds may not be used for **purposes other than the activities outlined in the grant application, unless otherwise authorized**, and may only be used for the Permitted Purposes. The letter from the Fiscal Agent must also include all pertinent contact information and enclose a copy of the Fiscal Agent's federal tax exemption letter evidencing its status as a public charity under Section 501(c)(3) of the Internal Revenue Code. Or if a government entity, a letter on letterhead from an authorized official stating they are a government entity is sufficient. In the event Grantee desires to make a change in Fiscal Agents, the Grantee must submit prior written notification of that change to the AAP together with the documentation required by this paragraph for the new Fiscal Agent which is proposed by Grantee, and the AAP must approve that change in writing.

- (c) If grant funds are issued in installments and Grantee is in compliance with the conditions of the Grant, **the installments will be distributed as outlined below**. If Grantee uses the Grant for any purposes other than the Permitted Purposes, the AAP's obligation to make the second installment (or subsequent installments, if applicable) will terminate.

Release of Funds Installment Schedule

Installment 1	\$10,000.00
<i>April 2023- Upon execution of model grant award agreement</i>	

Installment 2	\$5,000.00
<i>November 2023-December 2023</i>	

4. **FINANCIAL RECORDS:** Financial records, supporting documents, and other records pertinent to this Agreement shall be retained by Grantee for a period of three (3) years from the date of submission of the **final report**, except that records pertaining to audit, appeals, litigation, or settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation, or claims have been disposed of, if longer. The AAP and any of its duly authorized representatives shall have access at any reasonable time after prior written notification to the pertinent books, documents, papers, and records related to the Grant expenditures to make audits, examinations, excerpts, and transcripts. In the event that the AAP determines that any payment made by it with respect to the Grant was not used for a Permitted Purpose, Grantee shall promptly refund such payment to the AAP upon demand.
5. **RELATIONSHIP WITH THE AAP:** Grantee is solely responsible for any expenses Grantee incurs in connection with the project that is the subject of the Grant and the AAP has no obligation to provide additional support to Grantee for this project or any other purpose, other than as expressly provided by this Agreement. Nothing herein shall be construed in any manner to imply or create a relationship between Grantee (or Grantee's Fiscal Agent, if any) and the AAP as partners, joint venturers or agents. Grantee shall not act in any manner as the AAP's agent or representative. The AAP shall not be liable to Grantee, any vendor or any other person for any matter arising out of or in connection with the project which is the subject of this Grant, except for the failure to make disbursements to Grantee in accordance with the terms of this Agreement.
6. **GRANT PERIOD AND EXTENSIONS:** The project which is the subject of this Grant shall be completed within **April 1, 2023-December 31, 2023**, pursuant to the Grant (the "Grant Period"). If it is a hardship for Grantee to complete the project within the **9-month** Grant Period, Grantee may **submit a brief summary of Grantee's progress on the project which is the subject of this Grant**

and return any unused funds along to a reconciliation report. Grantee may apply for **one 3-month extension** additional no-cost extensions.

7. **FINAL REPORT:** Upon completion of the project, which is the subject of this Grant, **Grantee is requested to participate to the best of their ability in a final interview with project evaluator and submit a final grant report within 30 days following the end of the Grant Period.** If Grantee's project is not completed within the Grant Period, including extensions approved by the AAP if any, Grantee must submit a report **within 30 days** following the end of such Grant Period.
8. **SCOPE OF DUTIES:** The **primary grant contact**, as stated in the Grant Application, shall serve as principal investigator on the project. The principal investigator will be responsible for completing the project within the Grant Period, including extensions approved by the AAP if any, and compliance with the reporting procedures and other conditions of the Grant. In the event a change in principal investigator is necessary, the AAP must be notified immediately in writing and shall have the right to approve any successor.
9. **USE OF AAP LOGOS:** The AAP encourages Grantee to publicize AAP sponsorship of the project which is the subject of this Grant; however, Grantee must request approval and abide by AAP guidelines before incorporating any of AAP's logos in any promotional or other materials related to the project which is the subject of the Grant. All of the AAP's logos shall remain the property of AAP and may be used by Grantee only in conjunction with the Grant, pursuant to advance written approval received by Grantee from AAP, and only in accordance with AAP guidelines.
10. **USE OF INFORMATION:** The AAP may include information about the project which is the subject of this Grant in its program evaluations, publications, and promotional and technical assistance materials. Unless otherwise notified by Grantee, the AAP may also release Grantee's contact information and information about the project which is the subject of this Grant to its financial supporters.
11. **NOTICE OF FAMILY RELATIONSHIPS:** Due to IRS reporting requirements, Grantee must notify the AAP if Grantee has any family relationship to an officer or member of the Board of Directors of the AAP. For this purpose, the family of an individual includes only his or her spouse, ancestors, brothers or sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren.
12. **ADHERENCE TO LAWS AND STANDARDS:** Grantee agrees to comply with all state, local, and federal laws; regulations and ordinances; and the ethical standards of the medical profession that apply to all activities conducted in connection with this Grant. Without limiting the generality of the foregoing, Grantee hereby certifies to the AAP that Grantee is not at this time engaged, and shall not at any time during the Grant Period, including any extensions thereof (or any period in which unrepaid Grant funds have not been fully expended for the Permitted Purposes), be engaged, in any activity that would cause Grantee or the AAP to be in violation of any statutes, regulations or other laws of the United States or any other country restricting persons or organizations from engaging in transactions with individuals or organizations that are (i) engaged in terrorism or related activities, (ii) subject to the sanctions of the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), or (iii) identified in (a) the list of Specially Designated Nationals and Blocked Persons maintained and published by OFAC, (b) any other list of restricted parties maintained and published by OFAC, the United States Department of Commerce, or the United States Department

of State, or (c) any list of known terrorists maintained by the United Nations, the European Union or any country in which grantee operates.

13. **GRANT TERMINATION:** At the AAP's option, the AAP may terminate this Grant at any time if, in the AAP's sole judgment, Grantee becomes unable to carry out the purposes of the Grant or fails to comply with the conditions of the Grant. If the Grant is terminated prior to the end of the Grant Period, including extensions approved by the AAP if any, Grantee shall provide the AAP upon request with a full accounting of the disbursement of funds and expenditures by Grantee under the Grant and shall immediately refund any portion of the Grant that is not used for the Permitted Purposes.

14. **ILLINOIS LAW:** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America, applicable to contracts made by Illinois residents and to be performed entirely in Illinois, it being hereby intended that such laws shall consist only of the internal laws of the State of Illinois, without giving affect to the conflicts of law principles thereof, in every respect, including but not limited to validity, interpretation and performance.

Each of the undersigned agrees to the terms and conditions of this Agreement and represents that he or she is authorized to sign this Agreement.

GRANTEE
COUNTY OF HUMBOLDT

THE AMERICAN ACADEMY OF
PEDIATRICS

BY: _____
(SIGNATURE)

BY: John J. Miller Apr 14, 2023

PRINT NAME

JOHN J. MILLER, CPA
CHIEF FINANCIAL OFFICER

TITLE

County of Humboldt FCF0005


Final Audit Report

2023-04-14


Created:	2023-04-14
By:	Darmella Richardson (drichardson@aap.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Rr6xABcQBq8c6WvXSleP4XySvUMGk9a


"County of Humboldt FCF0005" History

 Document created by Darmella Richardson (drichardson@aap.org)
2023-04-14 - 1:38:30 PM GMT- IP address: 198.41.83.66

 Document emailed to John Miller (jmiller@aap.org) for signature
2023-04-14 - 1:40:17 PM GMT

 Email viewed by John Miller (jmiller@aap.org)
2023-04-14 - 1:46:39 PM GMT- IP address: 104.47.57.126

 Document e-signed by John Miller (jmiller@aap.org)
Signature Date: 2023-04-14 - 1:46:50 PM GMT - Time Source: server- IP address: 99.102.108.163

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