



GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is effective as of May 7, 2025 by and between the Michigan Health Endowment Fund, a Michigan nonprofit corporation, whose address is 9829 Spencer Road, Suite 201, Brighton, MI 48114 (the "Grantor"), and Genesee County Health Department, a tax exempt organization or government entity, whose address is 630 S. Saginaw St, Suite 4, Flint, MI 48502 (the "Grantee").

IT IS HEREBY AGREED AS FOLLOWS:

1. Grant Letter. The terms and conditions described in the letter from Grantor to Grantee dated May 7, 2025 (the "Letter") are hereby incorporated into this Agreement and made a part hereof.
2. Grant; Payment of the Grant. Grantor hereby grants to Grantee the aggregate amount set forth in the Letter (the "Grant") to be used solely for the purposes of the project entitled Daddy as a Doula (DAD) Initiative, as described in the proposal, (the "Purposes"). Payment of the Grant shall be as set forth in the Letter.
3. Expenditure of Grant. The Grant, including any interest earned on grant funds, is made for the Purposes stated herein and may not be expended for any other purpose without the Grantor's prior written approval. Grantee shall return any portion of the Grant to the Grantor (i) which is not used for the Purposes of the Grant; or (ii) if Grantor has determined that the activities of Grantee in carrying out the Purposes will jeopardize the Grantor's or Grantee's tax-exempt status.
4. Tax-Exempt Status. Tax-Exempt Status. Grantee certifies that it is a tax-exempt organization as described in Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 (the "Code") and attests that: (i) its tax-exempt status has not changed since the issuance of the IRS determination letter, and to the best of its knowledge and belief, it has not changed its basic purposes or the manner of conducting its affairs in any way that may affect the continuation of its tax-exempt status; (ii) there is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to the Grantee's tax-exempt status under Section 501(c)(3) or 501(c)(4) of the Code; and (iii) it knows of no basis on which Grantee could be considered to be controlled directly or indirectly by Grantor. Grantee agrees to notify Grantor if such determination or status under the Code is revoked or modified during the course of the Grant, and upon request, to promptly return any unspent Grant funds to Grantor as of the date of notice of such change.

Alternatively, Grantee certifies that it is a governmental unit or political subdivision of the State of (Michigan) or other governmental entity and that the Purposes qualify as "public purposes" described in Section 170(c)(1) of the Code.

5. Grant Funds. Grant funds received from Grantor shall not be used: (i) to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code); or (ii) for any purposes other than charitable, scientific, literary, educational, or other purposes described in Section 170(c)(2)(B) of the Code.

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6. Indemnification. Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying the Grant funds or in carrying out any project supported by the Grant, except to the extent that such claims, liabilities, losses, and expenses arise directly from or in connection with acts or omissions of Grantor, its officers, directors, employees, or agents.
7. Reporting Requirements. Grantee shall submit to Grantor written reports summarizing the Grant activity and use of Grant funds, including a detailed accounting of the uses or expenditure of the Grant on a schedule as described in the Letter. Grantee further agrees to provide any other information reasonably requested by Grantor, including after the grant end date.
8. Changes. Grantee will notify Grantor as soon as practicable about any changes in Grantee that significantly affect the ability of Grantee to fulfill the Purposes of this Grant.
9. Budget Variation. Grantee may, at its discretion, reallocate up to 10% of the total project amount without prior approval from the Health Fund, except to increase an organization's indirect costs. Any amount over 10% or to increase an organization's indirect costs requires prior written approval from the Program Officer.
10. Records and Access to Information. Grantee shall maintain records of all activities, including but not limited to, financial records, receipts, and expenditures, relating to the Grant. The Grantee's books and records shall be made available for Grantor's inspection during normal business hours at Grantee's principal place of business for the purpose of making such financial audits, verifications, or program evaluations as Grantor deems necessary concerning the Grant.
11. Right to Discontinue Funding. Grantor may terminate this Agreement or withhold payments, or both, if Grantee becomes unable to carry out the Purposes of the Grant or fails to meet the terms and conditions of this Agreement. If termination or withholding of payment is being considered by Grantor, Grantee will be notified of the non-compliance issues and, if feasible and at the discretion of the Grantor, will have a specified period of time to remediate the non-compliance issues cited by Grantor. Successful remediation will be determined in the sole discretion of Grantor.
12. Publicity. Grantee and Grantor shall each permit the other to include information regarding the Grant, including the names of Grantee and Grantor and the amount and purpose of the Grant, in each party's periodic public reports, newsletters, and news releases. Grantee agrees to acknowledge the support of Grantor in accordance with guidelines developed by Grantor, from time to time, whenever activities funded by the Grant are published in any news media or other publication, with the exception of multiple routine social media posts. Any proposed publicity which goes beyond the disclosures described herein or in the publicity guidelines shall require the prior approval of the other party which shall not be unreasonably withheld.
13. Governing Law. This Agreement shall be deemed to be made under and shall be construed in accordance with the laws of the State of Michigan without regard to conflicts of laws principles.
14. Assignment. Grantee may not assign its rights hereunder without the prior written consent of Grantor.

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15. Complete Agreement; Amendment. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements between the parties. This Agreement may be modified or amended only if the amendment is made in writing and signed by both parties. No-cost extensions may be unilaterally approved by the Program Officer.
16. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
18. Notices. Any official notices required under the terms of this Agreement shall be hand delivered, sent by email, or sent by Certified Mail, postage prepaid, return receipt requested, to the appropriate individual and address listed below.

If to Grantor:

Attn: President
Michigan Health Endowment Fund
9829 Spencer Road, Suite 201
Brighton, MI 48114

If to Grantee:

Genesee County Health Department
630 S. Saginaw St, Suite 4
Flint, MI 48502

[Signature Page Follows]



WHEREFORE, the parties have executed this Agreement as of the Effective Date.

GRANTOR:
Michigan Health Endowment Fund

By: _____
Its: _____

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Grant Agreement, and hereby certify my authority to execute this agreement on Grantee’s behalf.

GRANTEE:
Genesee County Health Department

By: _____
Its: _____