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Document information: CGA-2014-AZ101-PIMA107-00015

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CONTRACT ACCEPTANCE

Contract Acceptance: This section includes all the specific information related to the grant agreement. This is where an applicant will either accept or decline the grant.

Please note that selecting "I Agree" acts as an official signature on the contract.

If modifications need to be made to the contract please select "I Decline" and complete the Contract Modification Request Form.

Authorized Signatory Contact Information

Name Erica Smith
 Phone # 520-243-2880
 Email erica.smith@pima.gov

Please Upload Insurance Certification and W9

Insurance Certification *

W9 *

GRANT CONTRACT

PERIOD OF GRANT: 4/1/2014 to 3/31/2015
GRANTEE: Pima County Health Department
PROJECT DIRECTOR: Victoria Altamirano
BREAST CANCER PROJECT TITLE: Bridging The Gap - Screening

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Southern Arizona Affiliate of the Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Southern Arizona Affiliate ("Komen Affiliate") does hereby grant Pima County Health Department ("Grantee") funds in the amount of \$25,000 ("Grant Funds" or "Grant") subject to the terms and conditions below ("Grant Contract"). This Grant Contract shall be null and void if not executed within 90 days after notification to Grantee that it is available for execution through the Komen Grants e-Management System ("GeMS").

1. Breast Cancer Project:

A. Unless otherwise stated herein, the breast cancer project ("Breast Cancer Project"), which is the subject of this Grant Contract, shall be implemented as described in Grantee's grant application to Komen Affiliate ("the Grant Application"). The Grant Application can be found in the "Grantees" section in GeMS and is made a part hereof for all purposes. To the extent that the terms of this Grant Contract conflict with the terms of the Grant Application, the terms of this Grant Contract shall prevail.

B. The Grant Funds shall be used exclusively as set forth in the budget ("Budget") in the Grant Application. Notwithstanding the above and the provisions of Section 1.D, Grantee, at its discretion and without a formal request, may move up to five percent of total Grant Funds across budget categories to implement the Breast Cancer Project. However, Grant Funds may not be moved across categories, if the result exceeds any maximum allowable cost set for a budget line item, such as equipment or indirect costs. Any such changes exceeding these limits require prior written approval by the Komen Affiliate.

C. Komen Affiliate shall receive copies of all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, reports, articles and other publications and materials created in connection with the Breast Cancer Project (collectively, the "Materials") at no charge. Grantee grants Komen Affiliate, the Foundation (as such term is defined below) and the Foundation's affiliates a limited, non-exclusive license to use such Materials for their own non-commercial purposes.

D. Komen Affiliate shall be notified through GeMS at least 30 days in advance and must give prior approval for any proposed changes to the design, key personnel, Budget, content, goals, objectives or timeline of the Breast Cancer Project.

E. [State special terms here. For instance, if project involves an event and Komen Affiliate wants exhibit space or complimentary registrations or speaker on panel etc.]

2. Grant Payments and Remittance of Unspent Grant Funds:

A. Grant Funds shall be payable in two equal installments of \$12,500.00 each. The first payment shall be made to Grantee upon receipt by Komen Affiliate's receipt of a status update through GeMS that this Grant Contract is fully executed, and the second payment shall be made to Grantee after Grantee's timely completion of a Progress Report (as such term is defined below) that contains the required or satisfactory information, as determined by Komen Affiliate in its sole discretion. Notwithstanding the above, Komen Affiliate may require Grantee to deplete the current installment of the Grant Funds prior to receiving the payment of the next installment of the Grant Funds.

B. Within 45 days after the expiration or early termination of this Grant Contract, Grantee shall remit to Komen Affiliate all unspent Grant Funds.

3. Reports / Required Notifications / Submission Items and Right to Audit:

A. A progress report in the form located on GeMS ("Progress Report") shall be completed on or before 10/31/2014, and shall include, but not be limited to, the following information: a reasonably-detailed accounting of Grant Funds spent to date, with a detailed explanation of any variances in the Budget; progress made toward meeting objectives outlined in the Grant Application, including successes and accomplishments to date, unforeseen challenges and how these challenges have been addressed, lessons learned, best practice examples; illustrations of individuals served and number of services broken down by county, race/ethnicity, age range, gender and various target populations; notice or receipt of other sources of support for the Breast Cancer Project; copies or examples of all Materials produced as a result of the Breast Cancer Project; up to date documentation of Komen Affiliate acknowledgments; a listing of articles submitted for publication and the status of those articles; presentations made regarding the Breast Cancer Project; and affirmation from the authorized signatory of Grantee that the report has been reviewed and approved.

B. Within 45 days following the expiration or early termination of the Grant, a final report (the "Final Report") shall be completed in GeMS. In addition to the information referenced in Section 3.A, the Final Report must include an evaluation of the impact of Komen Affiliate's sponsorship and plans for continuation of the Breast Cancer Project.

C. Grantee shall notify Komen Affiliate immediately in writing of any of the occurrences listed in Section 5.C below.

D. Any and all surveys or other items submitted by Komen Affiliate to Grantee for completion regarding this Grant must be completed and returned to Komen Affiliate no more than 45 days following the expiration or early termination of the Grant.

E. Grantee agrees to maintain accurate and complete records of the expenditure of the Grant Funds and agrees that Komen Affiliate may conduct an audit of such records at any time reasonably requested by Komen Affiliate.

F. The reports provided for herein will not be considered confidential, and Komen Affiliate may contract with third parties to assist in the review and evaluation of such reports. Komen Affiliate shall not be responsible for any damages resulting from the disclosure of the content of such reports to third parties.

4. Acknowledgments and Licensed Mark:

A. As a sponsor of the Breast Cancer Project, Komen Affiliate shall be given high visibility at all symposia, conferences and other presentations and events and recognition in all printed and electronic Materials created in connection with the Breast Cancer Project.

B. Komen Affiliate has been granted by The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen (the "Foundation") a non-exclusive license to use the ; Southern Arizona Affiliate name in conjunction with the signature logo (together, the "Licensed Mark"). Komen Affiliate grants Grantee a limited, name in conjunction with the signature logo (the "Licensed Mark"). Komen Affiliate grants Grantee a limited, non-exclusive sublicense to use the Licensed Mark solely to acknowledge Komen Affiliate's Grant hereunder. Komen Affiliate will provide Grantee with camera-ready artwork of said Licensed Mark. Grantee will present to Komen Affiliate for its approval prior to printing, distribution, publication, display or use any and all materials created by Grantee, its agents or spokespersons, which use or refer to the Licensed Mark. It is agreed and understood that Foundation retains all right, title and interest in and to the Licensed Mark, which shall remain the exclusive property of Foundation. Grantee is prohibited from transferring, sublicensing or assigning its rights to use the Licensed Mark.

C. Komen Affiliate may release information regarding this Grant and the Breast Cancer Project to the general public and news media. Grantee grants to Komen Affiliate a non-exclusive license to include Grantee's name and logo in information pertaining to the Grant that is released to the public.

5. Term and Early Termination of Grant:

A. This Grant Contract shall be effective as of the date hereof and shall terminate on 3/31/2015 except that the provisions of Sections 1.C, 2.B, 3.B, 3.D, 3.E, 3.F, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 16 and 18 shall forever survive termination.

B. If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Grant Contract, or anticipatorily breach this Grant Contract, and such default is not curable, or if such default is curable but remains uncured for a

period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Grant Contract by written notice thereof to the defaulting party. In the event of an early termination under this Section 5.B due to a breach by Grantee, Grantee shall provide Komen Affiliate with the Final Report and surveys required under Sections 3.B and 3.D, respectively, (with information available as of the termination date) and reimburse Komen Affiliate all unspent funds granted hereunder as of the termination date.

C. Notwithstanding the provisions of Section 5.B, Komen Affiliate may terminate this Grant Contract immediately due to the occurrence of any one or more of the following events:

- (i) Komen Affiliate does not approve any of the Breast Cancer Project changes, as required by Section 1.D above.
- (ii) Komen Affiliate has a reasonable good faith basis to believe that there has been financial or administrative impropriety or fraud committed by Grantee.
- (iii) Grantee loses or changes its Internal Revenue Service tax exempt status.
- (iv) Grantee is debarred from the receipt of federal or state funding.
- (v) The Breast Cancer Project is not conducted in conformance with applicable laws, or any approvals, licenses or certifications required to conduct the Breast Cancer Project are not obtained or are suspended or revoked.
- (vi) Grantee commits a willful breach of this Agreement or an act of gross negligence or willful misconduct in connection with the Breast Cancer Project.

In the event of an early termination under this Section 5.C, Komen Affiliate shall have no further obligation to provide funding hereunder, and Grantee immediately shall (i) complete a Final Report and submit the surveys required under Sections 3.B and 3.C, respectively, which shall include all information available as of the termination date; (ii) reimburse Komen Affiliate for the full amount of funds granted hereunder that have been expended in connection with and subsequent to any of the above occurrences; and (iii) immediately refund all unspent funds as of the termination date.

D. Notwithstanding the provisions of Section 5.B and 5.C, Komen Affiliate may terminate the Agreement immediately and receive full reimbursement of the funds granted hereunder in the event Grantee does not complete the Final Report and provide the surveys required under Section 3.B and 3.D, respectively, when due and/or such report and/or survey(s) do not contain the required or satisfactory information, as determined by Komen Affiliate in its sole discretion.

E. The provisions of this Section 5 shall not preclude Komen Affiliate from seeking any other remedies that may be available under this Agreement and applicable law.

6. Non-Guarantee of Additional Support:

This Grant is accepted by Grantee with the understanding that Komen Affiliate is not obligated to provide any additional financial support, or other support, to Grantee, its agents or spokespersons, in connection with the Grant, the Grant Contract, the Breast Cancer Project or for any other reason.

7. Representations, Warranties, Covenants and Certifications:

A. Grantee Representations, Warranties, Covenants and Certifications:

- (i) Grantee represents and warrants that the Breast Cancer Project complies with and will continue to comply with all applicable laws, statutes, rules and regulations, as amended from time to time, including but not limited to the Health Insurance Portability & Accountability Act of 1996, and all applicable anti-terrorist financing and asset control laws, statutes and executive orders, including but not limited to the USA Patriot Act and Executive Order No. 13224.
- (ii) Grantee represents and warrants that it has not accepted any duplicative funding for the Breast Cancer Project. Grantee shall provide Komen Affiliate notice of all sources of additional funding for the Breast Cancer Project. In the event the additional funding may be duplicative of the funding provided by Komen Affiliate, then Grantee shall notify Komen Affiliate and Komen Affiliate at its sole discretion shall determine whether Grantee shall refuse the duplicative funding or accept the new funding and reimburse all duplicative funds granted hereunder to Komen Affiliate.
- (iii) Grantee represents that it has the authority to grant the license to the Materials as set forth in Section 1.C. No Materials to be delivered to Komen Affiliate, nor any element thereof, violate or will violate the right of privacy or publicity, or defame or violate any copyright, trademark or service mark or any common law or other right of any third-party.
- (iv) Grantee represents and warrants that it is a non profit and tax exempt organization under the Internal Revenue Code and shall continue to qualify as such throughout the term of this Agreement.
- (v) Grantee is a Arizona Corporation validly existing and in good standing under the laws of the State of Arizona and in all other jurisdictions in which it conducts its business and has all requisite power and authority to carry on its business as now conducted.
- (vi) None of the execution and delivery of this Agreement by Grantee, the consummation of the transactions contemplated hereby or compliance by Grantee with any of the provisions hereof conflict with, or result in any violation of or default under (with or without notice, the lapse of time or both) or give rise to a right of termination or cancellation under any provision of: (i) the certificate of formation of Grantee; (ii) any contract or permit to which Grantee is a party or (iii) any applicable law or any order of any governmental body.

B. Mutual Representations and Warranties:

- (i) Each party represents and warrants that it has all the requisite power and authority to execute, deliver and perform this Agreement and consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all required action on the part of such party. This Agreement has been duly and validly executed and delivered by each party and constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.
- (ii) Each of the signatories to this Agreement represents and warrants in his or her capacity as an authorized signatory of such party and not individually that he or she has the capacity and has been duly authorized to execute this Agreement on behalf of the entity so indicated and that no additional authorization or approval is required.

8. Non-endorsement:

It is expressly agreed and understood by the parties hereto that the Grant shall not constitute an endorsement by Komen Affiliate of any entity, organization, company or individual, nor the products, actions, behavior or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee to the contrary, in any context and in any forum, shall constitute a material breach of this Agreement, and the same shall be grounds for immediate termination of this Agreement by Komen Affiliate. In the event of any such misrepresentation, Komen Affiliate may require Grantee to publicly acknowledge the misrepresentation in a like forum in which the misrepresentation was made. It is agreed that in the event of a breach of this provision, damages may not be an adequate remedy, and Komen Affiliate shall be entitled to whatever other remedies are available under applicable law.

9. Governmental Compliance:

Grantee will cooperate with Komen Affiliate in supplying additional information to Komen Affiliate, or in complying with any procedures which might be required by any governmental agency in order for Komen Affiliate to establish that it has observed all requirements of the law with respect to this Grant.

10. Assignment:

This Grant Contract is entered into by Komen Affiliate in reliance of the qualifications of Grantee and shall not be assigned by Grantee, voluntarily, involuntarily, directly or indirectly, by change of control, merger, operation of law or otherwise, without Komen Affiliate's prior written consent. This Grant Contract may be assigned by Komen Affiliate to the Foundation or to any affiliate of the Foundation without approval of the Grantee so long as all obligations of Komen Affiliate are assumed by the assignee.

11. Indemnity and Insurance:

A. As between the parties to this Grant Contract, Grantee is solely responsible for any liabilities that may arise in connection with the Breast Cancer Project. To the extent not prohibited under the state and local laws which govern Grantee, such party agrees to indemnify and hold Komen Affiliate harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that Komen Affiliate may incur by reason of Grantee's negligence or misconduct, omission or breach of any of the provisions of this Grant Contract or by reason of any third-party claim or suit arising out of or in connection with Grantee's performance or failure to perform pursuant to this Grant Contract.

B. Grantee agrees to maintain the following insurance during the term of this Grant Contract: (i) commercial general liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death, and property damage; (ii) workers' compensation insurance in the amount required by the law in the state(s) in which its workers are located and professional liability insurance with limits of not less than \$1,000,000; and (iii) excess/umbrella insurance, excess to the insurance set forth in (i) above, with a limit of not less than \$5,000,000. In the event Grantee provides any transportation services in connection with the Breast Cancer Project, Grantee shall also maintain \$1,000,000 combined single limit of automobile liability coverage. If Grantee provides or facilitates any medical services (other than referrals), Grantee shall maintain medical malpractice coverage with combined limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Grantee shall name Komen Affiliate as an additional insured under its commercial general liability insurance policy solely with respect to the Breast Cancer Project and any additional policies and riders entered into by Grantee in connection with the Breast Cancer Project. Upon execution of this Grant Contract, Grantee will provide a certificate of insurance evidencing the above coverage to Komen Affiliate. All insurance required of Grantee shall be primary and non-contributory to any of Komen Affiliate's insurance coverage.

12. Dispute Resolution:

In the event of any dispute arising out of this Grant Contract, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in Tucson, Arizona. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that Komen Affiliate believes that immediate injunctive relief is required due to a violation of law or to protect the Licensed Mark, Komen Affiliate may invoke immediate powers of the appropriate court of law without the requirement to first mediate the dispute.

13. Entire Agreement:

This Grant Contract supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties between the parties with respect to the subject matter hereof other than those set forth herein.

14. Governing Law and Venue:

This Grant Contract shall be governed by and construed in accordance with the laws of the State of Arizona. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 12 shall be filed and heard in the state or federal courts of Arizona, and the parties consent to the exclusive jurisdiction of such courts.

15. Notice:

Any notice by a party under this Agreement shall be in writing and either personally delivered, or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the preamble or such other address of which either party may from time to time notify the other.

All notices to Grantee shall be sent to:

Victoria Altamirano 332 S. Freeway Tucson, Arizona 857453232

All notices to Komen Affiliate shall be sent to:

Southern Arizona
Affiliate 4574 E Broadway Blvd Tucson, Arizona 85711 (520) 319-0151

16. No Partnership:

The nature of this Grant Contract is a funding agreement, and no employment, partnership, joint venture or agency relationship is created.

17. Severability:

If any provision of this Grant Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any applicable institution, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. No Waiver:

Failure of Komen Affiliate to enforce its rights under this Grant Contract shall not constitute a waiver of such rights.

19. Counterparts:

This Grant Contract may be executed simultaneously in one or more counterparts. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Grant Contract made by reliable means (e.g., photocopy, facsimile) shall be considered an original.

Letter of Clarification

Check the **I Agree** box to confirm acceptance of the terms and conditions of the Grant Contract and any letters of clarification listed above. By checking the I Agree box, you hereby affirm that you are authorized to agree to the terms and conditions of the Grant Contract and all letters of clarification listed above on behalf of the Grantee. Your agreement will act as an electronic signature to the documents listed above and will be considered valid and binding.

☐ I Agree

Check the **I Decline** box if you do not accept the terms and conditions of the Grant Contract and/or letter of clarification (as applicable). By checking the I Decline box, you hereby affirm that you are authorized to decline this Grant Contract and/or letter of clarification on behalf of the Grantee. If you decline, you will be given the opportunity to request revisions to the Grant Contract or letter of clarification (as applicable). Requested revisions are subject to Komen's sole discretion and will not be automatically accepted.

☐ I Decline

For Affiliate Use Only

☐ Affiliate confirms acceptance of grant agreement

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**PIMA COUNTY ADDENDUM
TO
THE GRANT CONTRACT BETWEEN
THE SOUTHERN ARIZONA AFFILIATE OF THE SUSAN G. KOMEN FOR THE
CURE, INC.
AND
THE PIMA COUNTY HEALTH DEPARTMENT**

The terms and conditions of the Grant Contract effective April 1, 2014 are amended as follows:

- 1) The terms and conditions of the Grant Contract are amended as follows:

5. Term and Early Termination of Grant

B. If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, or representations ~~or warranties~~ contained in this Grant Contract, or anticipatorily breach this Grant Contract, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Grant Contract by written notice thereof to the defaulting party. In the event of an early termination under this Section 5.B due to a breach by Grantee, Grantee shall provide Komen Affiliate with the Final Report and surveys required under Sections 3.B and 3.D , respectively, (with information available as of the termination date) and reimburse Komen Affiliate all unspent funds granted hereunder as of the termination date.

D. Notwithstanding the provisions of Sections 5.B and 5.C, Komen Affiliate may terminate the Agreement ~~immediately~~ and receive full reimbursement of the funds granted hereunder in the event Grantee does not complete the Final Report and provide the surveys required under Section 3.B and 3.D, respectively, when due and/or such report and/or survey(s) do not contain the required or satisfactory information, as determined by Komen Affiliate in its sole discretion.

7. Representations, ~~Warranties~~, Covenants and Certifications:

A. Grantee Representations, ~~Warranties~~, Covenants and Certifications:

(i) Grantee represents ~~and warrants~~ that the Breast Cancer Project complies with and will continue to comply with all applicable laws, statutes, rules and regulations, as amended from time to time, including but not limited to the Health Insurance Portability & Accountability Act of 1996, and all applicable anti-terrorist financing and asset control laws, statutes and executive orders, including but not limited to the USA Patriot Act and Executive Order No. 13224.

(ii) Grantee represents ~~and warrants~~ that it has not accepted any duplicative funding for the Breast Cancer Project. Grantee shall provide Komen Affiliate notice of all sources of additional funding for the Breast Cancer Project. In the event the additional funding may be duplicative of the funding provided by Komen Affiliate, then Grantee shall notify Komen Affiliate and Komen Affiliate at its sole discretion shall determine whether Grantee shall refuse the duplicative funding or accept the new funding and reimburse all duplicative funds granted hereunder ~~to~~ by Komen Affiliate.

(iv) Grantee (Pima County) is a political subdivision of the State of Arizona, and, as such, does not operate as a for-profit enterprise, consistent with Arizona law.

~~(iv) Grantee represents and warrants that it is a non-profit and tax exempt organization under the Internal Revenue Code and shall continue to qualify as such throughout the term of this Agreement.~~

~~(v) Grantee is an Arizona corporation validly existing and in good standing under the laws of the State of Arizona and in all other jurisdictions in which it conducts its business and has all requisite power and authority to carry on its business as now conducted.~~

Paragraph (vi) is now renumbered to paragraph (v).

B. Mutual Representations ~~and Warranties~~:

(i) Each party represents and certifies ~~and warrants~~ that it has all the requisite power and authority to execute, deliver and perform this Agreement and consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all required action on the part of such party. This Agreement has been duly and validly executed and delivered by each party and constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

(ii) Each of the signatories to this Agreement represents and certifies ~~and warrants~~ in his or her capacity as an authorized signatory of such party and not individually that he or she has the capacity and has been duly authorized to execute this Agreement on behalf of the entity so indicated and that no additional authorization or approval is required.

II. Indemnity and Insurance:

A. ~~As between the parties to this Grant Contract,~~ To the extent permitted by law, Grantee is solely responsible for any liabilities that may arise in connection with the Breast Cancer Project. To the extent not prohibited under the state and local laws which govern Grantee, such party agrees to indemnify and hold Komen Affiliate harmless from and against any and all costs, losses or expenses, including reasonable attorney's fees, that Komen Affiliate may incur by reason of Grantee's negligence or misconduct, omission or breach of any of the provisions of this Grant Contract or by reason of any third-party claim or suit arising out of or in connection with Grantee's performance or failure to perform pursuant to this Grant Contract.

~~B. Grantee agrees to maintain the following insurance during the term of this Grant Contract: (i) commercial general liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death, and property damage; (ii) workers' compensation insurance in the amount required by the law in the state(s) in which its workers are located and professional liability insurance with limits of not less than \$1,000,000; and (iii) excess/umbrella insurance, excess to the insurance set forth in (i) above, with a limit of not less than \$5,000,000. In the event Grantee provides any transportation services in connection with the Breast Cancer Project, Grantee shall also maintain \$1,000,000 combined single limit of automobile liability coverage. If Grantee provides or facilitates any medical services (other than referrals), Grantee shall maintain medical malpractice coverage with combined limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Grantee shall name Komen Affiliate as an additional insured under its commercial general liability insurance policy solely with respect to the Breast Cancer Project and any additional policies and riders entered into by Grantee in connection with the Breast Cancer Project. Upon execution of this Grant Contract, Grantee will provide a certificate of insurance evidencing the above coverage to Komen Affiliate. All insurance required of the Grantee shall be primary and non-contributory to any Komen Affiliate's insurance coverage.~~

13. Entire Agreement: This Grant Contract supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, or representations or certifications ~~or warranties~~ between the parties with respect to the subject matter hereof other than those set forth herein.

2) The following paragraphs are added:

11. Indemnity and Insurance:

B. Komen Affiliate acknowledges that Pima County is self-insured pursuant to Arizona Revised Statutes, Title 11. Such self-insurance shall satisfy the insurance requirements of this Agreement.

20. Cancellation for Conflict of Interest: This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

21. Compliance with Employment Regulations: The parties will comply with all applicable state and federal immigration and employment laws and will require subcontractors, if any, to do the same, including, but limited to, A.R.S. § 23-214 (A), Arizona Executive Order 2009-09, Public Law 101-336, 42 §§ U.S.C. 12101-12213 and all applicable federal regulations under the Americans with Disabilities Act, including 28 CFR Parts 35 and 36.